LEGISLATIVE B

Jeremy Pelletier, City Clerk

LEGISLATIVE BRANCH CITY OF BINGHAMTON

CITY COUNCIL WORK SESSION AGENDA City Council Work Room, 38 Hawley Street, Binghamton Monday March 16, 2015

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm			Discussion: Broome County Airport		David Hickling
6:30pm			Discussion: Human Rights Commission		Sean Massey
	Finance	Motsavage	RL 15-40: Increase 2014 JSTP budget to	1-12	
6:45pm	Finance	Motsavage	recognize a settlement RL 15-62: Transfer in 2014 JSTP budget to cover BAF legal services	96-123	Charles Pearsall
	Finance	Motsavage	RL 15-46: Agreement with Johnson Controls for energy savings	13-21	
	PW/Parks	Motsavage	performance contract RL 15-48: Agreement with Keystone Associates for engineering services for OurSpace project	23-31	
	Finance	Motsavage	RL 15-51: Establish and fund capital line for emergency repair, equipment and supplies for water department	33	
	Finance	Motsavage	RL 15-52: Work Order 7 with GHD for BAF Restoration and Rehab at the JSTP	34-49	
	Finance	Motsavage	RL 15-53: BAF Restoration and Rehab Construction Management Services with Jacobs	50-64	
7:00pm	Finance	Motsavage	RL 15-54: Agreement with Keystone for Architectural services	65-66	Comellalman
	Finance	Motsavage	RL 15-55: Agreement with Advance Testing for material testing on street reconstruction projects	67-72	Gary Holmes
	Finance	Motsavage	RL 15-56: Agreement with Delta Engineers for structural design services	73-74	
	Finance	Motsavage	RL 15-57: Agreement with Griffiths Engineering for civil design services	75-77	
	Finance	Motsavage	RL 15-58 Agreement with Keystone Material Testing for material testing on	78-80	
	Finance	Motsavage	street reconstruction projects RL 15-59: Agreement with McFarland Johnson Inc. for electrician design services	81-82	
	Finance	Motsavage	RL 15-60: Supp Agreement No. 3 with NYSDOT for Traffic Signal Upgrade at intersection of Riverside/Beethoven	83-84	

City Hall 38 Hawley Street Binghamton, NY 13901 <u>www.cityofbinghamton.com</u> Phone: (607) 772-7005 Fax: (607) 772-7155



LEGISLATIVE BRANCH CITY OF BINGHAMTON

William Berg, City Council President Jeremy Pelletier, City Clerk

	Planning	Webb	RL 15-47: Donation of 5 Williams Place	22	
7:45pm		to City of Binghamton		32	Jeremy Pelletier
	Employees	Webb	RL 15-50: Establishing standard work day for elected and appointed officials	32	
			RL 15-61: Adjustments of water bills for		
8:00pm	Finance	Motsavage	residents who lost water service and	85-87	Jared Kraham
			asked to run water		
			Discussion: Review of proposed	91-95	
8:15pm			changes to Rental Registration		
			Discussion: Review of Traffic Board	88-90	Council President Berg
			minutes		Council Freshaent beig
			Discussion: Review of Committee		
			Reports & Pending Legislation		

COMMITTEE REPORTS

Employees Committee: Berg (Chair), Webb, Papastrat

Potential amendments to residency requirements for City of Binghamton employees.

Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo

Potential amendments to the City of Binghamton's noise ordinance regulations.

Public Works/Parks & Recreation Committee: Motsavage (Chair), Berg, Mihalko

Review the Traffic Signal Removal Study.

City Hall 38 Hawley Street Binghamton, NY 13901 <u>www.cityofbinghamton.com</u> Phone: (607) 772-7005 Fax: (607) 772-7155

RL Number:

| 5 ~ 4 0 |
| Date Submitted:
| Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

RECEIVED Request submitted by: Charlie Pearsall Title/Department: **Business Manager Joint Sewer** THOE OF THE CITY CLERK cpearsall@stny.rr.com **Contact Information:** CITY OF BINGHAMTON **RL** Information 2014 Budget Amendment to recognize a settlement and establish a Reserve for Proposed Title: filtration media, to be purchased at a later time. Increase revenue line J42680. JOBAF (Insurance Revenue) 50,000, increase Suggested Content: appropriation line J8130.54430.JOBAF (Legal Expense-BAF) 50,000, and set up an Insurance Reserve J863 by 500,000, to be used against the media purchase at a future date. Additional Information Does this RL concern grant funding? Yes No 🗆 If 'Yes', is the required RL Grant Worksheet attached? Yes □ No □ Is additional information related to the RL attached? Yes No □ Is RL related to previously adopted legislation? Yes 🗆 No □ If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): OFFICE USE ONLY Mayor: Comptroller: **Corporation Counsel:** Finance 🖔 Planning -MPA □ PW/Parks Employees Rules/Special Studies

REQUEST FOR LEGISLATION TO THE BOARD OF TRUSTEES OF THE VILLAGE OF JOHNSON CITY

Address: 44	nghamton-Johnson City Joint Sewage Board DC: Charlie Pearsalli, Business Manager 80 Vestal Road stal, NY 13850 5-6870 (cell)
SUGGESTED TITLE: Increase appropriations of 2015 Budget claim for media loss and establish a reserve for the purchas PURPOSE OF LEGISLATION: Check for \$550,000 was received insurance claim for lost media after the cell wall collapse.	22 4 6 6 6 6 6 1 1 1 2 4 1 1 2 4 1 1 2 4 1 1 2 4 1 1 2 4 1 2
SUGGESTED CONTENT: (please see propose	d resolution text attached)



Binghamton-Johnson City JOINT SEWAGE BOARD



Stephen Andrew George Kolba, Jr. Ron C. Davis

Eugene Hulbert, Sr. Gary Holmes Edward Crumb

CERTIFICATE OF RESOLUTION OF THE BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD REGARDING: MODIFY 2015 BUDGET SET-UP RESERVE ACCOUNT IN CAPTIAL

I, Michele Cuevas, Confidential Secretary of the Binghamton-Johnson City Joint Sewage Board, DO HEREB CERTIFY that, at the regular meeting of the Binghamton-Johnson City Joint Sewage Board held on February 10, 2015, duly convened and a quorum being present and participating throughout the subject action set forth below, the following RESOLUTION was duly adopted on motion duly made, seconded, and carried, which RESOLUTION remain in full force and effect; Board Members present:

Eugene Hulbert, Sr., (Chairman), George Kolba, Jr., Edward Crumb, Stephen Andrew, Gary Holmes and Ronald Davis

Motion made by Edward Crumb for the Board to approve and direct Request For Legislation be prepared to Owners' Legislative bodies to modify the 2015 budget to reflect an additional \$550,000 into J.42680 JOBAF (insurance recovery BAF) and increase appropriations for the J8130.54430.J0BAF by \$50,000 (legal services) and authorize and direct the Fiscal Officer to set up a reserve account in the amount of \$500,000 as directed by Owners in the Capital budget Seconded by Ronald Davis.

Motion carried: 6 ayes, 0 nays, 0 absent

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolution duly adopted at the aforesaid meeting of the Joint Sewage Board in accordance with the provisions of said Board's By-Laws, that the resolution has not in any way been rescinded or annulled, and that the resolution is still in full force and

IN WITNESS WHEREOF, I have hereunto set my hand as Confidential Secretary of the Joint Sewage Board, this 23th day of February, 2015.

Confidential Secretary, Joint Sewage Board

ATTEST: 4

Charles Pa

Business Manager, Joint Sewage Board

Catherine P. Young, Superintendens Binghamton-Johnson City Joint Sewage Treatment Facilities 4480 Vestal Road, Vestal, New York 13850 Phone:607-729-2975 Fax: 607-729-0110 Email: Blow wip astry recom

PROPOSED LEGISLATION WORDING

RESOLUTION

entitled

AN ORDINANCE AUTHORIZING AN INCREASE IN THE B-JCJSB 2015 BUDGET TO ESTABLISH A RESERVE FOR MEDIA REPLACEMENT USING THE INSURANCE SELTLEMENT.

WHEREAS, the Board of Trustees of the Village of Johnson City and the Council of the City of Binghamton jointly approve the annual budget of the Binghamton-Johnson City Joint Sewage Board ("JSB"); and

WHEREAS, Inter-Municipal Agreement No. X sets forth the procedure for the JSB to request approval of budget transfers and modifications during the year or within 30 days thereafter so long as any transfers do not increase the JSB's budgeted expenses for the year; and

WHEREAS, the JSB has received a claim payment for the damaged media from the collapse of cell walls in the amount of \$550,000.00 from a negotiated settlement.

NOW, THEREFORE, the Board of Trustees of the Village of Johnson City, duly convened in regular session, does hereby resolve as follows:

Increase the appropriation on line J.42680.J0BAF "Insurance Recoveries - BAF" by \$550,000.00

Increase the appropriation on line J8130.54430.J0BAF "Legal Services - BAF" by \$50,000.00

Establish a reserve in a balance sheet account on the Sewage Treatment Plant's ledger (as determined by the City Comptroller) to hold the remaining \$500,000.00 settlement to be used only in the purchase of media for the rehabilitated biological filtration system or to transfer the amount to the lead agency for their purchase of or reimbursement for filtration media for use at the Sewage Treatment Plant at such time as the new media is required.

Directs the Binghamton Comptroller/Board CFO to make the necessary budget and ledger changes within $30l^2$

Charles Pearsall
Business Manager
Binghamton-Johnson City Joint Sewage Board
02/24/2015



Glatfelter Claims Management, Inc. P O Box 5126 York, PA 17405 (800) 233-1957

HINCKLEY ALLEN 30 SOUTH PEARL STREET SUITE 901 ALBANY, NY 12207-3492

PAYMENT IS BEING ISSUED FOR: NEGOTIATED SETTLEMENT TO

CHECK NUMBER:

0001066639

CONCLUDE MEDIA CLAIM

CLAIM NUMBER:

NYSP211050976-00011

PAYMENT AMOUNT:

\$****550,000.00

Payment On Behalf Of AAIC

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a colma and subject to criminal prosecution and civil pensities.

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Please detach voucher and deposit check promptly.

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PAY: Five hundred lifty thousand and 00/100 Dollars	MT.SEW BINGHAMTON JOHNSON GITY JOINT S 5/16/2011
TO THE BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD	

TO THE ORDER OF BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

AND.

HINCKLEY ALLEN

Page 5 of 123 #0001066639# #03130295S# 9850224400

CITY OF BINGHAMTON, N.Y. JOURNAL VOUCHER

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State of New York

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DETACH HERE BEFORE CASHING

PLEASE CASH WITHIN 180 DAYS

State of New York

NOTICE: To access remittance information on any one of your NYS payments, visit https://www.dor.sls.ny.gov

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Account Number

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Invoice Number

Amount 74,059.13

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Glatfelter Claims Management, Inc. P O Box 5128 York, PA 17405 (800) 233-1957

JAN 5 0 2015

CONTROLLED, COM

HINCKLEY ALLEN 30 SOUTH PEARL STREET SUITE 901 ALBANY, NY 12207-3492

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Please detach voucher and deposit check promptly.

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JOINT SEWAGE BOARD

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** GRAND TOTAL

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JOINT SERAGE BOARD JOURNAL INQUIRY

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** GRAND TOTAL

Page 12 of 123

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Finance 🌋

Planning

MPA a

Legislative Branch

RL Number:

15-96

Date Submitted:

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607

607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information Request submitted by: Gary R. Holmes, P.E. Title/Department: Engineer/Engineering Contact Information: garyrholmes@cityofbinghamton.com **RL** Information A resolution authorizing the City of Binghmamton to enter into a Project **Proposed Title:** Development Agreement (PDA) with Johnson Controls Inc. to develop an Energy Savings Performance This agreement will provide the basis of the scope of the PDA, the obligations of **Suggested Content:** both parties, the financial metrics to be met, the intended outcomes and timeline. **Additional Information** Does this RL concern grant funding? Yes No □ If 'Yes', is the required RL Grant Worksheet attached? Yes No □ Is additional information related to the RL attached? Yes n No □ Is RL related to previously adopted legislation? Yes No □ If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): Mayor: Comptroller: Corporation Counsel:

PW/Parks

Employees

Rules/Special Studies



PROJECT DEVELOPMENT AGREEMENT

BETWEEN

City of Binghamton (Customer) 38 Hawley Street Binghamton, NY 13901

AND

Johnson Controls, Inc. 105 Twin Oaks Drive Syracuse, NY 13206

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and The City of Binghamton (Customer) to develop an Energy Savings Performance Contract. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

1. Scope of Work

It is the Parties' mutual understanding that this Project Development Agreement will provide for the development of facility improvements through an Energy Savings Performance Contract. This project will be funded from the total financial benefits; energy and operational savings achieved over the term of the agreement. The Appendix provides a preliminary list of improvements that will be developed.

The purpose of the study is to determine the energy consumption and operational characteristics of the Premises and to identify the energy conservation measures, procedures, and other services that could be provided by JCI in order to reduce the Customer's energy consumption and operating costs.

JCI will develop a Performance Contract (Implementation) Agreement that will be delivered to the Customer at the conclusion of this study. The agreement will include:

- (a) a list, preliminary design, and description of specific energy conservation measures that JCI proposes to install;
- (b) description of the operating and maintenance procedures that JCI believes can reduce energy consumption and operating costs at the premises;
- (c) cost to install energy conservation measures that JCI proposes and energy and operating costs that will be saved by the energy conservation measures, equipment, and procedures recommended in the report,
- (d) calculations used to determine energy savings,
- (e) description of energy baseline.
- (f) explanation of measurement and verification procedures used to determine savings associated with performance guarantee,
- (g) cost and description of ongoing services provided by JCI (if applicable) and jointly developed with the Customer, to maintain equipment and systems installed by JCI,
- (h) cash flow analysis, and
- (i) Project implementation schedule.

STREET LIGHTING, SO. WASHINGTON ST. BRIDGE, and EXCHANGE ST. BRIDGE

The prime concern will be to satisfy requirements for outdoor lighting

- Permit reasonable uses of outdoor lighting for night-time safety, utility, security, productivity, enjoyment, and commerce
- Conserve energy and resources to the greatest extent possible
- Minimize adverse offsite impacts including glare and obtrusive light
- Help protect the natural environment from the adverse effects of night lighting from electric sources
- Help preserve the dark night sky for astronomy and enjoyment

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STREET LIGHTING...(continued)

- Identify all street lights within the Binghamton City limits
- Propose suitable LED replacements including new fixtures or retrofits
- Identify and calculate savings opportunities, including energy savings, maintenance labor savings, and material savings
- Detail all material and installation costs to install the proposed solution

PARKING LOTS - COLLIER ST., STATE ST., WATER ST. and 38 HAWLEY FIRE DEPARTMENT GARAGE

- Survey, identify, and design retrofit strategies for spaces identified within the Scope of Work
- Evaluate and propose suitable retrofit options which will include, either new fixtures or retrofit, of surveyed equipment
- Identify and calculate savings opportunities, including energy savings, maintenance labor savings, and material savings
- Perform photometric modeling, as needed, to support design specifications
- Detail all material and installation costs to install (turnkey) the proposed solution

Deliverables:

STREET LIGHTING, SO. WASHINGTON ST. BRIDGE, and EXCHANGE ST. BRIDGE

- Spreadsheet detailing the fixture type, the wattage, and GPS coordinate of each street light
- Spreadsheet detailing the expected savings
- Provide a web and mobile Geographic Information Systems (GIS) and Street Lighting audit with ArcGIS file showing locations of each street light
- Physical inspection of street lights to confirm existing wattages, light source, etc. not identifiable by GIS field auditors.
- Data will be accessible through daily exported spreadsheets.
- Written proposal

PARKING LOTS - COLLIER ST., STATE ST., WATER ST. and 38 HAWLEY FIRE DEPARTMENT GARAGE

- Typical detailed IGA spreadsheet detailing the existing (and proposed) fixture type, quantity, wattage, energy savings, etc...
- Written proposal/narrative which will include site specific pictures as well as written descriptions of proposed retrofit strategies



2. Records and Data

STREET LIGHTING, SO. WASHINGTON ST. BRIDGE, and EXCHANGE ST. BRIDGE

- Provide list of any common areas within the City of Binghamton's boundaries that should be excluded from scope of work (any areas for which the City is not responsible for existing Street Light fixtures ie. roads through State parks, etc.).
- Does city have any detailed information on Manufacturer, Model #, Lamping/Wattages for the many different decorative fixtures (Post Top, Arm Mount Lantern, Pendent Mount Teardrops, etc.) throughout the city? Note: We have received information from Mr. Perkins for the Sentry Electric Front Street Decorative Poles (item #670.1002.04). Any available information on all other decorative poles would be helpful.
- Provide any color temperature preferences (if desired) on new Street Lights

PARKING LOTS - COLLIER ST., STATE ST., WATER ST. and 38 HAWLEY FIRE DEPARTMENT GARAGE

- Utility Data
- Hours of Operation of the sites/buildings
- List of any maintenance issues, problems, areas of concern with existing lighting system
- Any Wish List items of inclusion

During the Study, Customer will furnish to JCI upon its request, data including, but not limited to, the following:

- (a) utility bills supplied by the utility and energy marketer (if applicable) and other relevant utility records;
- (b) historical energy consumption information,
- (c) descriptions of energy management and other relevant operational or maintenance procedures utilized on the premises,
- (d) Any prior energy audits or studies of the Premises.

JCI will provide a separate document with the required information and the Customer shall make every effort to provide that information within 10 business days of request.

3. Preparation of Implementation Contract

JCI will develop a Performance Contract (Implementation) Agreement per Section 1; the final version will be delivered to the Customer at the completion of project development. This Agreement shall be codeveloped by JCI and Customer during the PDA. These documents will vary dependent upon the Customer desired structure, but where possible shall be standardized JCI documents for most expedient delivery.

5. Price and Payment Terms

Customer agrees to pay to JCI the sum of \$165,500 within 60 days after the delivery to the Customer of the documentation described under Section 1 of this Agreement. However, Customer will have no obligation to pay this amount if:



- (a) JCI and the Customer enter into the Performance Contract Agreement within 60 days after the delivery to the Customer of the documentation described under Section 1 of this Agreement. Costs for the Study will be transferred to the total cost of project implementation, and are subject to the payment terms outlined in the Agreement.
- (b) The project fails to conform to New York State Energy Law, Article 9,
- (c) The project is not approved by New York State Electric & Gas (NYSEG).

6. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.



7. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

8. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

9. Timeline

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently toward meeting the following timeline:

- (a) Signed Project Development Agreement (PDA) 02/2015
- (b) JCI to complete Project Development, and Performance Contract Agreement 05/2015
- (c) Finalize Agreements and begin Implementation 06/2015
- (d) Anticipated Completion and begin System Operation 01/2016

Completion of items (b), (c), and (d) is contingent upon NYSEG. The schedule may be modified by subsequent work plans approved by the parties.

10. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.



CITY OF BINGHAMTON, NY	JOHNSON CONTROLS, INC.
Signature:	Signature:
Title:	Title:
Date:	Date:



Appendix

A preliminary list of City-owned facilities to be investigated in the detailed evaluation study are as follows:

- 1. City-Owned Streetlights: LED retrofits
- 2. City Hall: update chiller, cooling tower, air handling units
- 3. Downtown Fire Station: LED retrofits
- 4. S. Washington Street Bridge and Exchange Street Bridge: LED retrofit
- 5. Parking Garages (3): LED retrofit

Audit Building Facilities	\$4,400
City Hall Chiller / Cooling Tower	
City Hall Air Handling Units	
Water Plant	
Pricing of Energy Measures	\$3,050
Savings Calculations	\$4,200
Energy Measure Report Assembly	\$3,200
Audit of Street Lights	\$114,200
Bucket Truck Rental	\$6,000
Street Light Scope Development/Pricing	\$11,200
Street Light Installation Pricing	\$4,500
Street Light Savings - NYSEG Coordingation	\$4,100
Interior / Exterior Lighting Auditing	\$2,100
Interior / Exterior Lighting Scope Development	\$4,350
Lighting Report Assembly	\$4,200
Total	\$165,500

RL Number:	
Date Submitted:	

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by:		
Title/Department:		
Contact Information:		
RL Informati	<u>on</u>	
Proposed Title:		
Suggested Content:		
Additional Inform	nation	
Does this RL concern grant funding?	Yes □	No □
If 'Yes', is the required RL Grant Worksheet attached?	Yes □	No 🗆
Is additional information related to the RL attached? Yes \square No \square		
Is RL related to previously adopted legislation? Yes \(\sigma\) No \(\sigma\)		
If 'Yes', please provide Permanent Ordinance/Resolution/L	Local Law number	(s):
OFFICE USE ON	NLY	
Mayor:		
Comptroller:		
Corporation Counsel:		
Finance Planning MPA PW/Parks	Employees □	Rules/Special Studies



(Park: mpr & Egoi)

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: City Engineer/Engineering Dept.

grholmes@cityofbinghamton.com Contact Information:

RL Information

City of Binghamton to enter into an agreement with Keystone Associates for **Proposed Title:**

Engineering Services for the proposed OurSpace construction project at Recreation Park

The work involves Engineering Services for Recreation Park - Proposed **Suggested Content:**

OurSpace Community Development Stormwater Management Pollution Prevention Plan (SWPPP)

2014-2015 Term Agreement Executed by City of Binghamton by Permanent Ordinance No. R-14-64

The cost of the proposal is not to exceed \$7500.00. Funding is available in H7110.590007

Additional Information

Does this RL concern grant funding? Yes

No □

If 'Yes', is the required RL Grant Worksheet attached?

Yes 🗆

No □

Is additional information related to the RL attached?

Yes

No □

Is RL related to previously adopted legislation?

Yes □

No □

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

Mayor:	1.6.8	OFFICE USE ONL	1/	
Comptroller:		A.		
Corporation Counsel:	371	A Commission of the Commission		
Finance Planning		PW/Parks 🕱	Employees	Rules/Special Studies



Also Doing Business As (DBA):



Kenneth D. Ellsworth, P.E. Managing Member

Paul L. Bedford, AIA Architect

Rodney L. Carey, L.S. Land Surveyor

Kordian W. Wichtowski, R.A. Architect March 4, 2015

Mr. Gary R. Holmes, P.E. Public Works Commissioner City of Binghamton 38 Hawley Street Binghamton, New York 13901

Proposal for Engineering Services
Recreation Park – Proposed OurSpace Community Development
Stormwater Management Pollution Prevention Plan (SWPPP)
2014-2015 Term Agreement Executed by City of Binghamton by
Permanent Ordinance No. R-14-64

Dear Mr. Holmes:

Keystone Associates Architects, Engineers and Surveyors, LLC (hereinafter called "Consultant") is pleased to be given the opportunity to submit this proposal to the City of Binghamton (hereinafter called "Client") to provide Engineering Services for the proposed OurSpace construction project at Recreation Park located off Beethoven Street in the City of Binghamton, Broome County, New York. Based on our February 26, 2015 meeting with you and Mr. John Furlong, we believe the scope of the project to be as follows:

PROJECT DESCRIPTION

It is our understanding that a grant has been received to construct "OurSpace at Recreation Park" which is a mixed use development to promote community activity. The limit of disturbance will be greater than one (I) acre including subbase therefore, a Stormwater Management and Pollution Prevention Plan (SWPPP) is required. Conceptual plans indicated that approximately 39,000 square feet of impervious surface is to be constructed within an approximate 2.2 acre portion of Recreation Park. Proposed components provided by the OurSpace Project Coordinator currently include several gathering areas identified as gateways, a playground, sound space, crowd space, open space, tree space, grow space and fitness spaces.

SCOPE OF BASIC SERVICES

The following is an outline of the services to be provided by Consultant.

A. Stormwater Management:

I. Analysis, Report and Notice of Intent: Existing and proposed hydrologic and hydraulic conditions will be analyzed to determine available options for storm water disposal and water quality and quantity control in substantial accordance with the New York State General Permit for Discharge of Storm Water from Construction Sites. A Storm Water Management and Pollution Prevention Plan report will be prepared and will include a narrative, figures, pre- and

58 Exchange Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515
E-mail: info@keyscomp.com
www.keyscomp.com

post-development hydrologic and hydraulic computations, and stormwater permit information. A NYSDEC SPDES permit application for signature by Client will be completed.

A Storm Water Management Construction Site Logbook will be prepared in accordance with Appendix D of the New York Standards and Specifications for Erosion and Sediment Control and be included as an appendix in the Stormwater Management and Pollution Prevention Plan.

2. Erosion and Sediment Control Plan:

This plan will show the necessary provisions and best management practices to control erosion and sedimentation at the project site and to stabilize disturbed areas during and after construction. The base plan will be provided by the OurSpace Project Coordinator.

QUALIFICATIONS

Consultant shall assume the following items to form a basis of this contract:

- 1. Project shall be designed based on a single prime contract. General Contractor shall provide all coordination with other trades.
- 2. Unless otherwise provided in this Agreement, the Consultant shall have no responsibility for the discovery, presence, physical sampling tests or surveys, handling, removal, disposal or Project Management and air monitoring of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
- 3. Making revisions in the Project Manual, Drawings or other documents will be considered additional services when such revisions are:
 - a. Inconsistent with information, documents, specifications, drawings, approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program, schedules or project budget.
 - b. Required by the enactment or revision of code, laws or regulations subsequent to the preparation of the Construction Documents.
 - c. Required as a result of hidden condition; or a result of inadequate coordination of services, information or documents received by the Consultant; or a result of inadequacies of, or inaccuracies in, any documents, tests or other information, received by the Consultant, about the site or the existing building, structure, system or material.
 - d. Providing services required because of changes in the project including, but not limited to, scope complexity and schedule.
- 4. Design drawings of the Project shall be provided to Consultant in CADD format.

The following services are not included:

- 1. Completion of SWPPP Construction Duration Inspections.
- 2. Meetings with the Zoning/Planning Board or other authorities.
- 3. Opinion of Probable Costs.
- 4. Special studies or reports.
- 5. NYS Short or Long Form Environmental Assessments.
- 6. Boundary and/or topographic survey and mapping.
- 7. Bidding services, pre-construction meeting or post-construction services.
- 8. Construction observation.
- 9. Design or design assistance with elements not specifically referred to in this proposal.

Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

Consultant will furnish Additional Services as may be requested for an additional fee.

TIME SCHEDULE

It is anticipated that design will take place within four (4) weeks from receipt of signed contract. If the services covered by this Proposal have not been completed within this time, through no fault of Consultant, a time extension and fee adjustment to complete our services may be renegotiated.

FEE SCHEDULE

We propose to complete the above Scope of Basic Services for a **not-to-exceed fee of \$7,500.00**.

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed in accordance with the current Fee Schedule.

AGREEMENT TERMS

Standard Proposal Agreement terms are noted in the attached Schedule A.

SUPPLEMENTARY AGREEMENT TERMS

Statutes, Codes and Regulations

Consultant shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during Consultant's services. The client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Consultant

will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. Consultant, however, cannot and does not warrant or guarantee that the services will comply with the interpretation of such requirements by others.

This Proposal, along with the attached Standard Terms and Conditions. Schedule A and the Fee Schedule represents the entire understanding between the Client and Consultant with respect to this project, and may only be modified in writing signed by both parties.

We trust that we have responded to your request and if you have any questions or need additional information, please do not hesitate to contact our office. This proposal is valid for thirty (30) days from the date of this letter. Please execute this proposal along with initialing the attached Schedule A and returning it to our office acknowledging receipt and acceptance of the terms and conditions of this agreement.

Thank you for your consideration of this proposal. Please contact our office if you have any questions or comments.

Respectfully,

Keystone Associates

Architects, Engineers and Surveyors, LLC

Timothy M. O'Connor, C.E.P., CPESC Senior Environmental Scientist

Enclosures

TMO:mlw

P:\Proposals\2015\P05715 - CityofBinghamton_SWPPPProposalRecPark\Rec Park SWPPP Proposal.docx

Kenneth D. Ellsworth, P.E. Managing Member

03/04/15

(Date)

(Printed Name & Title)

Keystone Associates, Architects, Engineers and Surveyors, LLC

DBA Hawk Engineering

(Architect/Engineer)

P05715

03/04/15

Signature Resolution:

A. Individual Signer:
I
(Name)
am personally executing this agreement between Keystone Associated Architects, Engineers and Surveyors, LLC and myself as an individual and not obehalf of any other entity. Therefore, I will be personally and individual obligated to honor all of the terms of this agreement.
B. Company Signer:
Be it hereby resolved that I,
(Name)
am a
(member, partner, officer, director or shareholder)
and have
(Company)
been given the authority by itsto
(members, partners or shareholders) execute this agreement between Keystone Associates Architects, Engineers an
Surveyors, LLC and
(LLC, Partnership or Corporation)
This agreement will therefore obligate
(LLC, Partnership or Corporation)
and all of itsto be obligated to honor
(members, partners or shareholders)
all of the terms of this agreement.
Client Name
Client Authorized Signature Date

Clients Initials

STANDARD TERMS AND CONDITIONS Schedule A

This offer of services, including these terms and conditions, and any attachment hereto, contains the complete and final agreement between Keystone Associates Consultants, Engineers, and Surveyors, LLC also doing business as (DBA) Hawk Engineering (CONSULTANT) and CLIENT.

GENERAL TERMS & CONDITIONS

Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the CONSULTANT (and CONSULTANT's independent professional associates and consultants) in respect of the Project and are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

Electronic Files

Prior to the CONSULTANT providing to the CLIENT any instruments of Service in electronic form or the CLIENT providing to the CONSULTANT any electronic data for incorporation into the instruments of Service, the CLIENT and the CONSULTANT shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgement and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's opinion of probable construction cost.

Right of Entry

The CLIENT shall provide for the CONSULTANT's right to enter the property owned by the CLIENT and/or others in order for the CONSULTANT to fulfill the Scope of Services included hereunder. Although the CONSULTANT will exercise reasonable care in performing its services, the CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is

not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Promotional and Professional Materials

The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the project.

PAYMENT AND TERMINATION

Payment Due

Invoices shall be submitted by the CONSULTANT are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT's time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the CONSULTANT may suspend performance of services upon seven (7) calendar day's notice to the CLIENT. The

CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, the CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the CONSULTANT to resume performance.

Termination of Services

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the CLIENT upon not less than seven days' written notice to the CONSULTANT for the CLIENT's convenience and without cause.

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

Set-offs, Backcharges, Discounts

Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT's services to the date of payment and is not aware of any deficiencies in those services.

Disputed Invoices

If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify the CONSULTANT in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved by means which the CONSULTANT deems appropriate. If such matter relates to or is the subject of a lien arising out of the CONSULTANT's services, the CONSULTANT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

ALLOCATION OF RISK

Limitation of CONSULTANT's Liability

To the fullest extent permitted by law, total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of

or in any way related to the project or this Agreement from any cause or causes including but not limited to CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the total reimbursement received by CONSULTANT from CLIENT on this Project or fifty thousand dollars (\$50,000.00), whichever is less.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractor's or CONSULTANTS; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

Information Provided By Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Clients Initials



2015 Architectural/Engineering/Surveying Fee Schedule

Revised 08/25/14

Hourly Rates:			
Managing Member/Member	\$140.00/Hour	Sustainability Manager	\$ 80.00/Hour
Sr. Architect/Sr. Engineer/ Sr. Planner/	1	Environmental Scientist	\$ 75.00/Hour
Sr. Surveyor	\$120.00/Hour	Sr. Technician	\$ 70.00/Hour
Architect/Engineer/Surveyor	\$100.00/Hour	Construction Administrator	\$ 65.00/Hour
Sr. Environmental Scientist	\$100.00/Hour	Technician	\$ 60.00/Hour
Sr. Designer/Sr. Construction Manage	r \$ 90.00/Hour	Administration	\$ 40.00/Hour
Designer	\$ 80.00/Hour		
Additional Rates:		NIVC Daniellin a VA/a a Day a /	
I Man Crew w/GPS or Robotic	\$ 85.00/Hour	NYS Prevailing Wage Rates/ 2 Man Crew	<u>ቀን</u> ሮለ ለለ/!
Expert Testimony &			\$250.00/Hour
Related Investigations	\$120.00/Hour	(All counties except as follows: Delaware, Orang Rockland, Sullivan, Ulster Counties \$320.00/Hot	

The above hourly rates include compensation for professional, technical and non-technical personnel time, equipment, materials, and overhead, which ordinarily would be incurred during the performance of our work. Services are normally billed monthly. A finance charge of 1.5% per month will be billed on all accounts not paid within 30 days of the invoice date. Rates will be revised on January I of every year.

The following reimbursable expenses are also included for your information:

\$120.00/Hour

Member designates ownership percentage of firm.

REIMBURSABLE EXPENSES:

Two Man Survey Field Crew

In-House Prints24x36 \$2.50/Each Bulk Postage, Express Mail In-House Prints30x42 \$3.00/Each UPS, FedEx, DHL etc. Cost + 10% In-House Mylar's24x36 \$10.00/Each In-House Mylar's30x42 \$15.00/Each Miscellaneous Consumable Supplies (Project Related) Outside Services Cost + 10% In-House Service8-1/2x11 \$0.15/Each Geotechnical Drilling Services Cost + 15% In-House Service8-1/2x14 \$0.20/Each In-House Service11x17 \$0.30/Each Travel Outside Services Cost + 10% Mileage \$0.60/Mile Meals/Lodging Cost + 10% Vehicle Rental/Fuel Cost + 10%	Reproduction/Prints/Scans		Postage/Courier	
In-House Mylar's 24x36 In-House Mylar's 30x42 Photocopies In-House Service 8-1/2x11 In-House Service 8-1/2x14 In-House Service 11x17 Outside Services Cost + 10% Miscellaneous Consumable Supplies (Project Related) Outside Services Cost + 10% Geotechnical Drilling Services Cost + 15% In-House Service 8-1/2x14 So.20/Each In-House Service 11x17 So.30/Each Travel Outside Services Cost + 10% Mileage Meals/Lodging Cost + 10%	In-House Prints24x36	\$2.50/Each	Bulk Postage, Express Mail	
In-House Mylar's30x42 Photocopies In-House Service8-1/2x11 In-House Service8-1/2x14 In-House Service8-1/2x14 In-House Service11x17 Outside Service8-1/2x14 In-House Service11x17 So.30/Each Travel Outside Service11x17 Miscellaneous Consumable Supplies (Project Related) Cost + 10% Geotechnical Drilling Services Cost + 15% Travel Outside Service11x17 Mileage Meals/Lodging Cost + 10%	In-House Prints30x42	\$3.00/Each	UPS, FedEx, DHL etc.	Cost + 10%
Photocopies Consumable Supplies (Project Related) Outside Services Cost + 10% In-House Service8-1/2x11 \$0.15/Each Geotechnical Drilling Services Cost + 15% In-House Service8-1/2x14 \$0.20/Each In-House Service11x17 \$0.30/Each Travel Outside Services Cost + 10% Mileage Meals/Lodging Cost + 10%	In-House Mylar's 24x36	\$10.00/Each		
In-House Service8-1/2x11 \$0.15/Each Geotechnical Drilling Services Cost + 15% In-House Service8-1/2x14 \$0.20/Each In-House Service11x17 \$0.30/Each Travel Outside Services Cost + 10% Mileage \$0.60/Mile Meals/Lodging Cost + 10%	,	\$15.00/Each	Consumable Supplies (Project	Cost + 10%
In-House Service 8-1/2x14	. 110.00 april 100		Outside Services	Cost + 10%
In-House Service I I x 17 \$0.30/Each Travel Outside Services Cost + 10% Mileage \$0.60/Mile Meals/Lodging Cost + 10%	In-House Service 8-1/2×11	\$0.15/Each	Geotechnical Drilling Services	Cost + 15%
Outside Services Cost + 10% Mileage \$0.60/Mile Meals/Lodging Cost + 10%	In-House Service 8-1/2x14	\$0.20/Each		
Meals/Lodging Cost + 10%	In-House Service I 1x17	\$0.30/Each	<u>Travel</u>	
	Outside Services	Cost + 10%	Mileage	\$0.60/Mile
Vehicle Rental/Fuel Cost + 10%			Meals/Lodging	Cost + 10%
			Vehicle Rental/Fuel	Cost + 10%

RL Number: Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information Request submitted by: Kenneth Frank Title/Department: Corporation Counsel **Contact Information:** 772-7013 RL Information A resolution establishing a standard work day for elected and appointed officials **Proposed Title:** and authorizing the City Clerk to file the standard work day and reporting resolution RS 2417-A with the Office of the NYS Comptroller TBD by Corp Counsel and Comptroller Suggested Content: **Additional Information** Does this RL concern grant funding? Yes 🗆 No 🗆 If 'Yes', is the required RL Grant Worksheet attached? Yes No □ Is additional information related to the RL attached? Yes No 🗆 Is RL related to previously adopted legislation? Yes No 🗆 If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): Mayor: Comptroller: **Corporation Counsel:** Finance 🗆 Planning MPA 🗆

Employees &

Rules/Special Studies

PW/Parks



City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by:	Joe Yannuzzi		
Title/Department:	Water / Sewer Superintendent	And the second	
Contact Information:	607-772-7210		
	RL Informati	ion	
Proposed Title:	CREATE AND FUND NEW CAPI	TAL LINE FOR EME	RGENCY REPAIR,
EQUIPTMENT AND SU	PPLIES FOR WATER DEPARTM	ENT	Capital Bud
An Ordin	circe ofmanding	the 2015	what for
Suggested Content: CREATE A NEW CAPITAL LINE NAMED EMERGENCY REPAIR, EQUIPT,			
AND SUPPLIES. TRANSFER \$250,000 FROM H8340.590023 (MAIN VALVES AND FITTINGS) TO			
THE NEW LINE.			The second of th
	and the same of th	7. M. 18	
	Additional Inform	mation	
Does this RL concern gr	ant funding?	Yes □	No 🗷
If 'Yes', is the required	RL Grant Worksheet attached?	Yes □	No 🗷
Is additional information	related to the RL attached?	Yes □	No 🗷
Is RL related to previously adopted legislation? Yes □		No E	
If 'Yes', please provide	Permanent Ordinance/Resolution/I	Local Law number(s)):
	// OFFICE USE OF	ATA . ()	
Mayor:	Mulgue ()	ine!	
Comptroller:	Constitution of the same of th		
Corporation Counsel:			Sve
Finance Plann	ing D MPA D PW/Parks D	Employees	Rules/Special Studies

RL Number:

15-62

Date Submitted:

3 13 15

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

Rules/Special Studies

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information Request submitted by: Gary R. Holmes, P.E. City Engineer/Engineering Title/Department: grholmes@city of binghamton.com **Contact Information: RL Information** Work Order-07 with GHD for the BAF Restoration and Rehabilitation **Proposed Title:** Construction Phase Services of the Binghamton Johnson City Joint Sewage Treatment Plant The purpose of this Work Order (Work Order-7) is to provide construction phase Suggested Content: services for the restoration & rehabilitation of the Binghamton Johnson City Joint Sewage Treatment Plant. The cost is \$4,975,000. Funding is available in budget line HX8150.500100. JANN **Additional Information** No 🕱 Yes Does this RL concern grant funding? No □ If 'Yes', is the required RL Grant Worksheet attached? Yes No □ Is additional information related to the RL attached? Yes 🗸 Is RL related to previously adopted legislation? Yes 📈 No □ If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _ Mayor: Comptroller: **Corporation Counsel:**

MPA

Planning

Finance

PW/Parks 🗆

Employees

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Work Order-07

Restoration and Rehabilitation Construction Phase Services



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DESCRIPTION

The purpose of this Work Order (Work Order-07) is to provide construction phase services for the restoration and rehabilitation of the Binghamton Johnson City Joint Sewage Treatment Plant. The goal of the restoration and rehabilitation is to provide a BAF treatment system with adequate treatment capacity to accommodate the original design flows and loads established for the original BAF upgrade in the 2000s. This work includes, but is not limited to, review of contractor's submittals, full-time engineer representation, and judgment of acceptability of the Work.

The following Scope of Services is adapted from the Engineers Joint Construction Documents Council (EJCDC), Document No. E-500, "Agreement between Owner and Engineer for Professional Services," Exhibit A.

The Scope of Services is based upon the following:

- 1. Assumed On-Site Construction Duration of 33-months.
- 2. Three (3) Bid Packages with multiple prime contracts each, generally as shown on Table A.

TABLE A. Probable Bid Package Breakdown

Bid				
Package	l des	Components	P	rime Contracts
. 1		Compost Facility Demolition	1.	General
2	18	Flood Repair	1.	General
3		Backup Generator	1.	General
		<u> 18. julius (n. 1888), kara kara barata kabupatén kabupatén barata kabupatén kabupaté</u>	2.	Electrical
4	8	BAF Facility Demolition	-1.5	General
5	100	BAF and Ancillary Facilities Restoration and	1.	General
		Rehabilitation	2.	Plumbing/Process
		, and the second of the second	12. 3	Mechanical
):		3.	Electrical
			4.	HVAC

II. SCOPE OF SERVICES

A1. Bidding Phase

- (1) Prepare one (1) set of Construction Contract (bidding) Documents for submission to the City of Binghamton for distribution by the City to prospective bidders. Documents will also be submitted in a Portable Document Format (PDF) for advertisement and reproduction purposes.
- (2) During the bidding period, attend one pre-bid meeting and answer planholder's questions and issue addenda to planholders as appropriate to clarify, correct, or change bidding documents.
- (3) Attend the Bid opening.
- (4) Consult with Construction Administrator in regards to bid results.
- (5) Assist Construction Administrator with Canvass of Bids.

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Restoration and Rehabilitation Construction Phase Services

- A2. Construction Phase (Professional Support Services)
 - (1) Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site as lead by Construction Administrator.
 - (2) Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 - (3) Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - (a) Provide one (1) full-time representative of the Engineer, whose main function is to interpret the intent of the design as set forth in the Construction Contract Documents and liaison between the Engineer and the Construction Administrator with respect to Construction Contract Document interpretation.
 - (b) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
- The purpose of Engineer's visits to the Site, and representation by the Resident (c) Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means. methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

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Restoration and Rehabilitation Construction Phase Services

- (4) Defective Work: In consultation with the Construction Administrator, recommend the rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- (5) Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- (6) Clarifications and Interpretations: Accept from Contractor and Owner, via the Construction Administrator, submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- (7) Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Construction Administrator that Engineer will not provide a decision or interpretation.
- (8) Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may approve Field Orders, prepared by the Construction Administrator, requiring minor changes in the Work.
- (9) Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- (10) Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- (11) Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph D.3 of this Scope of Services.
- (12) Change Proposals and Claims: (a) Review and respond to Change Proposals. Provide the Owner and Construction Administrator a technical and contractual review of each duly submitted Change Proposal from Contractor and, within 14 calendar days after receipt of the

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Work Order-07

: Restoration and Rehabilitation Construction Phase Services

Contractor's supporting data, provide the Owner and Construction Administrator the Engineer's recommendation of the acceptability of the Change. Such actions shall be in writing. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not make a recommendation concerning the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

- (13) Substantial Completion: Promptly after notice from Construction Administrator that Contractor considers the entire Work ready for its intended use, in company with Owner, Construction Administrator and Contractor, visit the Site to review the Work and determine the status of completion.
- (14) Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- (15) Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- (16) Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A3. Post-Construction Phase

- (1) Together with Owner and Construction Administrator, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Construction Administrator concerning correction of any such defective Work and any needed repairs.
- (2) Together with Owner and Construction Administrator, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- (3) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Agreement, will terminate twelve months after the commencement of the Construction Contract's correction period.

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Restoration and Rehabilitation Construction Phase Services

- (4) Prepare an operations & maintenance manual for the new facilities at the Binghamton Johnson City Joint Sewage Treatment Plant. The manual will be subdivided by major process equipment. At a minimum the manual will include:
 - (a) Flow schematics.
 - (b) "Nameplate" design data including number of units, capacity, motor horsepower, manufacturer/model, etc.
 - (c) Operation and control descriptions (functional description of major equipment in narrative format). Descriptions will include functionality in the manual and/or automatic modes, as applicable.
 - (d) Startup procedures.
 - (e) Routine troubleshooting.
 - (f) Alarms and remedial actions.
 - (g) Other operations/maintenance information necessary for individual equipment items necessary for WPCP operators.
 - (h) Provide this information, electronically, to the Construction Administrator to compile and produce the hard copy and electronic copy of the operations & maintenance manual.
- (5) Prepare Record Drawings, and furnish such Record Drawings to Construction Administrator.
- (6) Assist the Owner during the one-year warranty period following issuance of substantial completion to the Contractor. These services may include but are not limited to:
 - (a) Coordinating with the Construction Administrator and Contractor and/or equipment suppliers for any operational or maintenance issues that arise during the one-year warranty period. Coordinate with the Construction Administrator to ensure proper remedial action is provided by the Contractor.

A4. Contingency for Project

(1) A contingency fund shall be created to pay for the continuation of engineering services during delays of any kind to the project schedule. This contingency fund will be administered by the Owner. The contingency fund shall be sufficient to cover engineering services for three months.

A5. Additional Services Requiring Owner's Written Authorization

- (1) If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.
- (2) Contractor Claims When a Contractor disagrees the Owner's final determination on disputed work or proposed contract modifications; the following services may be requested of the Engineer by the Owner as Additional Services, all in coordination with the Construction Administrator:

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: Restoration and Rehabilitation Construction Phase Services

- (a) Claims Analysis: The Engineer shall analyze the Contractor's claims for extension of time and cost impact, using the schedule reports and provide recommendations to the Construction Administrator.
 - (b) Evaluate Claim Cost: The Engineer will review and provide comment on Construction Administrator's alternate estimates based on varying scenarios of the claim cause.
 - (c) Legal Advice: The Engineer shall work with the Owner's attorney in a joint defense with the Owner and Construction Administrator in the analysis of contract determinations, negotiation strategies, communications and resolution.
 - (d) Contractor Claims Negotiations: The Engineer will make a recommendation to the Construction Administrator concerning settlement or other appropriate action.
 - (3) Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - (4) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
- (5) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - (6) Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in this Scope of Services.
 - (7) Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - (8) Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 - (9) Undertaking investigations and studies including, but not limited to:
 - (a) detailed consideration of operations, maintenance, and overhead expenses:
 - (b) the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - (c) preparation of appraisals;

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Restoration and Rehabilitation Construction Phase Services

- (d) evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
- (e) detailed quantity surveys of materials, equipment, and labor; and
- (f) audits or inventories required in connection with construction performed or furnished by Owner.
- (10) Furnishing services of Consultants for other than Basic Services.
- (11) Providing the following services:
 - (a) Services attributable to more prime construction contracts than specified.
 - (b) Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- (12) Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required elsewhere in this Scope of Services.
- (13) Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- (14) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- (15) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (16) Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- (17) Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- (18) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- (19) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- (20) Preparation of operation, maintenance, and staffing manuals.

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Restoration and Rehabilitation Construction Phase Services

- (21) Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- (22) Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- (23) Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- (24) Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- (25) Overtime work requiring higher than regular rates.
- (26) Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A.8 of this Scope of Services; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- (27) Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- (28) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- (29) Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A6. Additional Services Not Requiring Owner's Written Authorization

- (1) Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
- (2) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
- (3) Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- (4) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (5) Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction,

GHD Restoration

Work Order-07

Restoration and Rehabilitation Construction Phase Services

- (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- (6) Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 - (7) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 - (8) Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 - (9) While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

III. DELIVERABLES

- (1) Record drawings
- (2) Electronic operations and maintenance manual
- (3) Report that indicates that the work was completed substantially in accordance with Construction Contract Documents and/or identification of deficiencies.

IV. KEY PERSONNEL

Representative of Owner	Engineering Team
Gary Holmes	Michael Tamblin
Cathy Young	Howard LaFever
	Bruce Munn
	John LaGorga
	John Revette
	Dan Lalande
	Lauren Scanlan

V. SCHEDULE

Task	Completion Date
Bid Phase	10/07/2015
Substantial Completion	12/31/2017

GHD Restoration

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: Restoration and Rehabilitation Construction Phase Services

VI. COMPENSATION

- A. The Owner will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges). The compensation for the Scope of Services outlined in Section II is estimated to be \$4,975,000 as indicated in the Fee Schedule in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

VII. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order-07 under the Terms and Conditions of the Agreement dated September 30, 2014 between GHD Consulting Services Inc. and the City of Binghamton.

VIII. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. will comply with the applicable provisions of "Required Terms for Project Contracts and Subcontracts" as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers, as prepared by the New York State Environmental Facilities Corporation. Refer to Attachment B.

This Work Order is duly executed between Consultant and Client by signature or City Resolution (Attachment C). Upon execution of this Work Order, Consultant is authorized to proceed with the work.

CONSULTANT		CLIENT:
GHD CONSUL	TING SERVICES INC.	CITY OF BINGHAMTON
By:	we also the first	By:
	Michael E. Tamblin, P.E.	The second secon
Title:	Principal	Title:
Date:		Date:

Plant Restoration and Rehabilitation Construction Phase Services

BJCJSTP Rostoration and Rehabilitation Construction Phase Services March 9, 2015						TABLE 1						
							,					
Description	Project Management	Meetings with Contractor and CA	Engineer Site Visits	Field/Change Orders	Shop Drawing Review and RFI Response	Field Engineer	Completion Coordination and OSM Manute	Warranty Period Issues	Total Hrs	Billing Rate	Total Cost	Subtotals
HD Consulting Services				1.0							10	(Janasa Kita)
roject Director	400	200		. 50				40	690	\$220.00	\$161,800.00	
Senior Technical Advisor	400	200		50			 	40	690	\$210,00	\$144,900.00	
echnical Advisor	100	100		40			 	40	280	\$180.00	\$50,400,00	
enior Project Manager	1000	500					1		1500	\$170.00	\$255,000.00	
enlor Engineer				1	600		80	160	840	\$160.00	\$134,400.00	- 1 Table 1 Table 1
roject Manager								1	0	\$140,00	\$0.00	
roject Engineer II					800		200	200	1200	\$130,00	\$156,000,00	
Project Engineer I		1400	1000	100	800		200	200	3700	\$120.00	\$444,000.00	
ngineer/Scientist#		1400		100	800	5800	200	200	8500	\$110,00	\$935,000.00	-
ngkneer/Scientist I					800		200	200	1200	\$100.00	\$120,000.00	
rchitect				Z	400		40	1	440	\$110.00	\$48,400.00	200
lanaging Designer								1	0	\$140.00	\$0.00	
enlar Designer				No.	600		150	200	950	\$110.00	\$104,500.00	
esigner				715 THE R	600		150	200	950	\$100.00	\$95,000.00	
enlor Drafter					600		150	200	950	\$85.00	\$80,750.00	
refler								 	0	\$70.00	\$0.00	7.4%
echnician	1			31					Ö	\$65,00	\$0,00	17.7
construction Project Representati	/0								.0	\$90.00	\$0.00	
ield Technician	ļ								0	\$60.00	\$0.00	1.7. 3.55.379
ecretarial/Word Processing	L								.0	\$70.00	\$0.00	4 44
No.	ļ											\$2,720,150.00
IL Richards Project Director	I		1			l					100	1 5 3 7 2 5 5 5 6 7 7
roject Director echnical Advisor	400	200	ļ	50	200		ļ	ļ	850	\$190.00	\$161,500.00	
echnical Advisor Senior Project Manager	400 100	200 100		50	200				850	\$185,00	\$157,250.00	
enfor Engineer	1000	400		40	100		200	200	740	\$185.00	\$138,900.00	1,541
rolect Menager	100	400			500	2000	200	200	4300	\$160.00	\$888,000,00	
roject Engineer		1200	1000	400	4400		200	200	400	\$140.00	\$56,000.00	
ngineer/Scientist		1200	1000	100	1400		200	200	4100	\$120.00	\$492,000,00	25,783 33 300
- Harran Salarah		120			1400			200	3000	\$70.00	\$210,000.00	\$1,901,650.00
lubtotal Labor	\$688,500,00	\$896.500.00	\$240,000,00	\$89,850,00	\$1,124,500.00	\$968,000,00	\$288,450,00	\$336,000,00	36130			\$ 4621,800,00
Vrect Expenses			44,000,00	· · · · · · · · · · · · · · · · · · ·	91,124,00000	3800000	9230,400.00	330,000.00	30130	1		\$ 4,621,800.00
revel	\$0.00	\$0,00	\$150,000.00	\$0.00	\$0.00	\$200,000,00	\$0.00	\$0.00	1.25 to 1.25	1	\$350,000,00	T
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000,00	\$0.00	\$1,000.00	\$0.00			\$3,000.00	
lice Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0,00	\$0.00	\$0.00			\$0.00	
ubcontractors	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
iublotal Disbursements	\$0.00	\$0.00	\$150,000.00	\$1,000.00	\$1,000.00	\$200,000.00	\$1,000.00	\$0.00			Last extraory in the conjugate	\$353,000.00
ROJECT TOTAL	\$688,500.00	\$896,500.00	\$390,000.00	\$90,850,00	\$1,125,500,00	\$1,158,000.00	\$289,450.00	\$336,000.00				\$4,974,800.00

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Work Order-07

: Restoration and Rehabilitation Construction Phase Services

ATTACHMENT A RATE SCHEDULE

1.1 GHD CONSULTING SERVICES HOURLY RATES

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Director	\$220.00
Senior Technical Advisor	\$210.00
Technical Advisor	\$180.00
Senior Project Manager	\$170.00
Senior Engineer	\$160.00
Project Manager	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$120.00
Engineer or Scientist II	\$110.00
Engineer or Scientist I	\$100.00
Architect	\$110.00
Managing Designer	\$140.00
Senior Designer	\$110.00
Designer	\$100.00
Senior Drafter	\$85.00
Drafter	\$70.00
Technician	\$65.00
Construction Project Representative	\$90.00
Field Technician	\$60.00
Secretarial/Word Processing	\$70.00

1.2 JL RICHARDS HOURLY RATES

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Director	\$190.00
Technical Advisor	\$185.00
Senior Project Manager	\$185.00
Senior Engineer	\$160.00
Project Manager	\$140.00
Project Engineer	\$120.00
Designer-Drafter	\$110.00
Secretarial/Word Processing	\$70.00



Work Order-07

Restoration and Rehabilitation Construction Phase Services

1.3 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.3.1 Actual receipted cost of accommodations (not to exceed \$120 US per night)
- 1.3.2 A per diem for meals and expenses: \$46 US (overnight) or \$28 (full day) or \$16 (partial day).
- 1.3.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.3.4 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.3.5 The actual cost of outside services and subcontractors:
- 1.3.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.3.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.3.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits:
- 1.3.9 The actual cost of premiums paid on overtime worked.

Work Order-07

: Restoration and Rehabilitation Construction Phase Services

ATTACHMENT B

Required Terms for Project Contracts and Subcontracts as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers

Legislative Branch

RL Number:
5-53

Date Submitted:
311315

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by	Gary R. Holmes, P.E	•		3
Title/Department:	City Engineer/Engine	ering		
Contact Information:	grholmes@city of bin	ghamton.com		
	R	L Information		
Proposed Title:	BAF Restoration and I	Rehabilitation Co	onstruction Mang	gement Services
of the Binghamton Joh	nson City Joint Sewage	Treatment Plar	nt with Jacobs	
			<u>i</u>	
Suggested Content:	To provide Construction	on Management	Services for the	Restoration and
Rehabilitation of the B	inghamton Johnson Cit	y Joint Sewage T	Treatment Plant.	The cost is \$9,200,544.
Funding is available in	budget line HXXI	50.50010	0.31Nr	1
	Addit	ional Informati	on	
Does this RL concern g	rant funding?		Yes □	No på
If 'Yes', is the required	RL Grant Worksheet a	ttached?	Yes □	No □
Is additional informatio	n related to the RL atta	ched?	Yes	No □
Is RL related to previou	sly adopted legislation	?	Yes 🖫	No 🐧
If 'Yes', please provide	Permanent Ordinance/	Resolution/Loca	l Law number(s)):
	JOE JOE	FICE USE ONLY	.0	
Mayor:	Theland	Lalan	<u>L</u>	
Comptroller:	B. MA			
Corporation Counsel:		former -		
Restoration: Restoration Restoration and Rehabilitation Construction Management Services of the Binghamton Johnson City Joint Sewage Treatment Plant with Jacobs. Suggested Content: To provide Construction Management Services for the Restoration and Rehabilitation of the Binghamton Johnson City Joint Sewage Treatment Plant. The cost is \$9,200,544. Funding is available in budget line Additional Information Does this RL concern grant funding? Yes No If 'Yes', is the required RL Grant Worksheet attached? Yes No Is additional information related to the RL attached? Yes No If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): Mayor:				

PROPOSAL SUMMARY

- 1. Included in this email are the following documents:
 - a. Proposal Summary (this document)
 - b. Scope of Work Consultant's Responsibilities
 - c. Manpower Estimate includes costs
 - d. Estimated Program Schedule
 - e. Suggested revisions and inclusions for the Binghamton/Jacobs Agreement
- 2. We have reached agreement with GHD on the division of responsibilities between the design engineer and the construction manager. The attached Scope of Work is the result of this effort.
- 3. I have spoken with Jim Tofte of Griffiths Engineering and have begun coordination efforts with him on the floodwall project.
- 4. We have included in our manpower and cost estimate the provision of construction management services for the following projects:

Project	Approximate Engineer's
	Construction Cost Estimate
Compost Facility Demolition	\$1,000,000
Flood Repair Project	\$500,000
Floodwall Project	\$16,000,000
Backup Generator	\$3,000,000
BAF Facility Demolition	Included in BAF estimate
BAF and Ancillary Facilities Restoration and Rehabilitation	\$102,100,000
Chlorine Bypass	TBD
Anaerobic Digester Work	\$3,000,000
Total Estimated Construction Cost	\$125,600,000 + Chlorine Bypass

- 5. The Chlorine Bypass work is included provided it is accomplished within the anticipated duration of Jacobs' proposal.
- 6. The Anaerobic Digester project is included provided it is accomplished within the anticipated duration of Jacobs' proposal. The current plan for the project has an estimated construction cost of \$3M. If the project scope is significantly increased, then revisions to Jacobs' manpower and cost proposals shall be considered as an additional service. Our estimate is based on assumption that the construction period for the Anaerobic Digester work will not begin until after the bulk of the Plant Restoration and Rehabilitation project work has been completed, per the attached summary schedule. This is recommended in order to minimize conflicts and interferences.
- 7. Jacobs will not invoice for any Other Direct Costs currently anticipated for the life of the project, including the lease on the office space. If the City of Binghamton should request a service that requires an extraordinary expense, then that preapproved expense may be invoiced. We find that invoicing for Other Direct Costs increases the potential for errors in invoices and certainly leads to aggravation for everyone who must submit or approve them.

- 8. The office space we will lease in the Hillside Building will become a Jacobs corporate office from which we intend to conduct business on other Jacobs' projects in the area. Jacobs has absorbed a portion of the anticipated costs for the office without passing them through to the City because Jacobs is investing in our growth in the area. We would request, however, that if Jacobs' contract is terminated, then the City would reimburse Jacobs for the remaining cost of the lease of the office.
- 9. We have offered space within our office to GHD for their project representative. We strongly believe that working within the same office will lead to a greater level of teamwork.
- 10. Our cost proposal assumes that the Work will be constructed within the milestones established by the consent decree, plus coverage during a one year warranty period. We understand these dates to be:
 - a. BAF Phase 1 Initial Flows through a partially completed facility by 4/1/2017
 - b. BAF Remaining Work by 12/29/2017
 - c. End of BAF warranty period 12/29/2018
- 11. The graphic of the program schedule depicts the consent decree deadlines and proposed sequencing that is presented in GHD's engineering report. Jacobs has not had an opportunity to determine if additional consequential sequencing relationships or restraints exist that may impact the schedule, nor have we had the opportunity at this point in time to verify that the durations that we have assigned to the activities are achievable.
- 12. Our proposed manpower plan is based on the attached CPM program schedule.
- 13. We are suggesting that the City of Binghamton establish a contingency fund within our contract in order to more easily administer changes to the Jacobs scope of work. This proposed option should be weighed against the procedures that must be followed to enact a change order to the Jacobs contract. The contingency fund would be administered by the City. The cost of construction management services are directly related to the duration of the construction activities on site. Delays in the construction phase will directly impact the cost of construction management services. We suggest that the contingency fund be based on the projected CM cost for the most active three month period.
- 14. Our proposed billing rates can be found within the manpower estimate. We are proposing an automatic 3% increase in billing rates yearly on the anniversary date of the contract execution. We will produce an official billing rate schedule for the execution of the contract.
- 15. We will meet or exceed the minimum requirements of the "Required Terms for Project Contracts and Subcontracts" as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers, as prepared by the New York State Environmental Facilities Corporation. We understand the MBE/WBE combined goal to be 20%.
- 16. Here are the bottom line numbers from our proposal:
 - a. Proposed cost for basic services (all projects listed above) = \$9,200,544
 - b. The period the cost projection covers is from April 1, 2015 through December 31, 2018.
 - c. Our suggested contingency fund would equal \$773,644 and be in addition to the cost for basic services.

I. BASIC SERVICES

A. CONSTRUCTABILITY REVIEW

- 1. Review and provide written comments on all design plans, specifications, and contract documents for constructability with Owner and Design Consultant prior to project letting.
- Perform constructability review of project plans and specifications resulting in a written report
 outlining the results of the review. Reviews shall concentrate on major areas of construction
 identifying conflicts between plans and specifications, scheduling problems, unsatisfactory space
 and access situations, clearances, non-compatibility of materials, etc.
- 3. Provide a review of the Design Consultant's construction cost estimate from final design drawings and specifications received from the Design Consultant.
- 4. Prepare a Critical Path Method (CPM) schedule to include enough detail to use as a management tool. Schedule shall present a logical phasing and sequencing of project activities.

B. PRE-CONSTRUCTION PHASE SERVICES

- The Owner will provide the procurement functions of bid advertisement, issuing addenda, acceptance of the bid submittals, the review of bids, the notifications of award, and execution of construction contracts. The Design Consultant will be primarily responsible for providing the proposed contractual modifications that are necessary to include in a contract addendum. The CM/CA will support the Owner and the Design Consultant as appropriate.
- 2. Assist with the pre-bid meeting.
- 3. Assist with the review of bids. Review bids to determine if they are complete, that the bidder has provided the required documentation to demonstrate that the bidder is responsible and the bidder's submittal is responsive; and report these findings to the Owner for the Owner's action. The Owner shall make the final determination of the acceptance of bid submittals and is responsible for the final determination of the award of construction contracts.
- 4. Coordinate and chair the pre-construction meeting and issue minutes.
- 5. Draft the Contractor(s) Notice to Proceed for issuance by the Owner.
- 6. Conduct a Client Expectation Survey to inform the CM/CA of the Owner's priorities, procedures and expectations for the performance of the CM/CA contract.
- 7. Prepare a Project Procedures Manual to codify the CM/CA procedures and team. The purpose of the Project Procedures Manual is to prepare the CM/CA team so that it is organized to deliver on its contractual obligations in accordance with the Owner's expectations. An organization chart of the CM/CA team and its reporting relationships with the Owner will be included. The decision making procedure will be documented.

C. CONSTRUCTION PHASE SERVICES

1. Construction Administration

- a. Establish and maintain document tracking system for all project construction records and required contract documents (electronic copies required).
- b. Maintain a project directory of contracts and file index.
- Maintain the project files. Date stamp, log and distribute all incoming correspondence. Log
 and distribute all outgoing correspondence.
- d. Maintain daily sign-in and sign-out log for all personnel visiting or working on the project site.
- e. Maintain accurate project cost records, including monthly payments, change orders, etc. and the effect on the established project budget.
- f. Provide written monthly progress update/status reports to the Owner and Owners by not later than the fifth business day of the month (for the period ending as of the last day of the month) and meet with the Owner and Owners when requested to review monthly progress reports and discuss Project status.
- g. The CM/CA shall coordinate with the Owner's consultants retained to recover damages from the deficiencies of past construction projects and flood damages (Simmons Recovery and Couch White LLP).

2. Construction Management

- Coordinate and chair bi-weekly construction progress meetings. Prepare an agenda, conduct, and provide minutes for job meetings.
- Review the contractor's submittal schedule and list of proposed subcontractors.
- Review submittals and shop drawings, and coordinate review process with the Design Consultant.
- d. During the course of the work, verify that certificates, Operation & Maintenance Manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed, are complete and accurate.
- e. Coordinate such events as plant shutdowns, tie-ins and other major activities with plant, inspection and Contractor personnel.
- f. Advise the Owner and make recommendations for exercising the Owner's contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause, and other prerogatives when required in an effort to achieve contract compliance.

3. Schedule Management

a. Review the contractor's project schedule.

- Review periodic updates of all schedules with Project Representative and Contractor.
- c. Provide milestone schedule to be submitted on a monthly basis.

4. Contractor Payments

- a. Review the contractor's schedule of values.
- b. Review, recommend, and certify contractor applications for payment.
- c. If it should be found that a Contractor(s) has failed to comply with the provisions of its contract in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor(s). By issuing a Certificate for Payment and by processing applications for payment, the CM shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor(s) has used the previous monies paid on account of the construction contract sum.

5. Contract Clarifications and Changes

- a. Report any unanticipated changes in site conditions to the Plant Superintendent and the Project Representative and coordinate efforts to minimize disruptions to Plant operations and prepare recommendations.
- b. Clarify the intent and scope of the Construction Documents. The Design Consultant will determine the intent of all technical design related issues.
- c. Process requests for information ("RFI") regarding means and intent to the Design Consultant and provide the contractor with appropriate and timely response.
- d. Prepare field orders. Provide recommendations, in consultation with the Design Consultant, when field orders are required.
- e. Prepare, or coordinate with the Design Consultant to prepare supplementary drawings required to resolve conflicts with actual field conditions encountered.
- f. Participate in the timely resolution of conflicts discovered in the Contract Documents. CM will assist in formulating resolutions to problems encountered on site such as unforeseen conditions or field conditions varying from those indicated in the Contract Documents.
- g. Investigate differing site conditions reported by the Contractor and provide documentation and report findings and observations.
- h. Evaluate for validity and reasonableness, any request made by the Contractor for additional time or compensation on the project and submit a recommendation of action to the Project Representative. Maintain complete, accurate cost account and other records of work involved. Maintain a current file of all disputed work items including alleged extra work, delay, and other potential claim items.

- Review and negotiate, in consultation with the Design Consultant, contractor change order requests. Design Consultant shall review change orders before submission to Owner. Design Engineer may sign change orders to indicate acceptance. Change Orders will not require the Design Engineer's approval.
- Prepare proposed Change Orders for the Owner's approval and execution.
- k. The CM/CA is to maintain a set of record drawings and specifications showing changes from the original contract documents. The CM/CA is to verify that the Contractor's record drawings are kept up to date throughout the construction of the project, and shall verify that these record documents are complete. The CM/CA will transmit these record drawings to the design engineer when construction has been completed. The design engineer will prepare asbuilt contract documents.

6. Construction Inspection / Observation

- a. Maintain a construction site presence to monitor contractor activities and schedule, perform quality assurance, observe safety practices, coordinate construction sequencing, and monitor and report on daily, weekly, and overall project progress.
- b. Inspect materials and system equipment for contract specification compliance.
- c. Provide documentation of inspections. Each Inspector shall file a daily inspection report.
- d. Photograph the site as needed to document the progress of the work.
- e. Reject in writing non-conforming material, equipment, and or work and certify the completion of corrective action by the contractor. Make recommendations in conjunction with the Design Consultant to Owner for the proposed resolution of work that is defective or not in conformance with the Contract Documents.
- f. Conduct and participate in concealed space observations, system start-up observations, systems integration / operational demonstrations.
- yerify that tests, equipment and system start-ups, and operating and maintenance instructions are conducted or transmitted as required by the Contract Documents and in the presence of the Design Consultant and required personnel. Coordinate between the Contractor, Owner, and equipment suppliers to verify proper start-up services are provided for all major pieces of equipment. Verify that the Contractor maintains adequate records thereof. Observe, record, and report to the Owner appropriate details relative to the test procedures and start-up.
- h. Daily inspections and observations will not cause the CM/CA to be responsible for those duties and responsibilities which belong to the Engineer(s) or the Contractor(s), and which include, but are not limited to, the Engineer's obligation to produce clear, accurate drawings and specifications and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- Each contractor will have the responsibility for the safety and health issues relating to their workers at each individual site. Each contractor will be required to submit a Safety and Health

Plan that meets the overall objectives of the Project Safety Program. The contractor will be held accountable for all safety and health rule violations and deficiencies. This Safety and Health Plan will govern the total scope of the contractor's work including subcontractors. Contractors will be required to meet all legal, regulatory and insurance obligations in all aspects and phases of their work at these sites. The CM/CA shall assist the Owner in monitoring of Contractor(s)'s safety and health related records and documentation. The CM/CA shall not be responsible for the adequacy or completeness of any Contractor's safety programs and procedures, nor the Contractor's implementation of or compliance with its safety programs.

7. Construction Contract Close-Out

- a. The CM/CA shall prepare a matrix of deliverables, to include at a minimum: As Built Documents, O&M Literature, required spare parts, and training. The CM shall monitor submittal of deliverables and confirm the satisfactory receipt of each item.
- b. Compile an operations & maintenance (O&M) manual consisting of the individual O&M manuals of the equipment provided by the Contractors. The required contents of the O&M manuals shall be specified by the design engineer in the construction contract documents. The design engineer shall review and approve the individual O&M submittals from the Contractors. The manual will be subdivided by major process equipment. Three (3) paper copies of the operations & maintenance manual, along with one electronic (pdf) copy of the manual will be provided. Paper copies will be bound in three-ring binders.
- c. Verify that all required equipment testing has been completed and certification of proper installation and operation has been received. Receive all required manufacturer startup reports.
- d. Verify that all required training for operation and maintenance has been performed.
 Coordinate between the Contractor, Owner, and equipment suppliers to verify proper training is provided on all major pieces of equipment.
- Verify that all specified extended warranties have been received.
- f. Conduct and participate in Substantial Completion or pre-final work observations to determine the Dates of Substantial Completion, and Final work.
- g. Develop punch list, monitor work, and certify completion and final payment.
- h. Assist Owner, in conjunction with the Design Consultant, at the conclusion of corrective actions on punch-list items, to make a comprehensive review of the project, and provide a report to the Owner that will indicate whether the work performed is in accordance with Contract Documents, and make recommendations for final payments.
- i. Conduct a final inspection in the company of the Owner, Design Consultant and Contractor. Prepare a final punch list of items to be corrected as a prerequisite to issuing the Certificate of Final Acceptance. Later verify that all items on the punch list have been completed or corrected and make recommendations to the Owner concerning Final Acceptance.

D. POST-CONSTRUCTION PHASE SERVICES

- 1. Provide quarterly inspections during the warranty period, but not more than one year.
- Assist the Owner during the one-year warranty period following issuance of substantial completion to the Contractor. These services may include:
 - a. Coordinating between the Contractor and/or equipment suppliers for any operational or maintenance issues that arise during the one-year warranty period. Communicate with the Contractor any remedial actions to be provided and coordinate the work with the Owner.
 - b. Manage the Contractor's "Punch List" to verify that all outstanding items are satisfactorily corrected prior to recommending final payment or release of retainage. Facilitate meetings with the Owner and Contractor as necessary to review outstanding "Punch List" items.
- Provide the Owner with complete sets of Post Construction Documents in electronic format, including but not limited to the following:
 - a. Regulatory Compliance Building Permit, NYSDEC Permit, Zoning, and other as required
 - Historic Phase I, II, or III Cultural Investigations Determination of no effect
 - Record Documents As-Built Drawings prepared by the Design Engineer, Photographs,
 O&M Manuals, Warranty Documents, and all associated Project Documents, Inspection and Testing Reports
 - d. Procurement For all project contracts Announcement, Affidavit, Request for Proposal ("RFP"), Invitation to Bid ("ITB"), Bid Tab, Letter of Intent, Contract, Plans & Specifications, Insurance/Bonds
 - Invoices Equipment, materials, Project Management, Construction Management,
 Construction, Renovation, Testing, and other Professional Engineer's Certification.

II. ADDITIONAL SERVICES - NOT IN BASE CONTRACT SCOPE

- A. Public Outreach and Communications Provide a specialist in Public Outreach and Communications to assist the Owner in the presentation of project information to the public, government offices or elected officials.
- B. Contractor Claims When a Contractor disagrees the Owner's final determination on disputed work or proposed contract modifications; the following services may be requested of the CM/CA by the Owner as Additional Services:
 - Claims Analysis: The CM/CA shall analyze the Contractor's claims for extension of time and cost
 impact, using the schedule reports. An impact evaluation report will be prepared which will reflect the
 actual impact to the schedule. The report will also provide a narrative including a recommendation for
 action to the Owner.
 - Evaluate Claim Cost: The CM/CA shall prepare an estimate based on the alleged cause of claims submitted by the Contractor(s) and will prepare alternate estimates based on varying scenarios of the claim cause. These estimates will be transmitted to the Owner and will be used in claims rulings and negotiations.

- 3. Legal Advice: The CM/CA shall work with the Owner's attorney in a joint defense with the Owner and Design Consultant in the analysis of contract determinations, negotiation strategies, communications and resolution.
- 4. Contractor Claims Negotiations: The CM/CA shall negotiate claims with the Contractor(s) on behalf of the Owner. The CM will make a final recommendation to the Owner concerning settlement or other appropriate action.
- C. Asset Management Provide assistance with the selection and implementation of an asset management program for the BJCJSTP.

III. CONSULTANT'S SCHEDULE OF HO		CONSILTANTS	SCHENIL	T THE	MONIDA	V	D	A TEST	, e
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A.	Attachment_	contains the proposed hourly rates per labor	classification for each of the firms	on the
	Jacobs team.	These rates will apply for the period from	through	. On
	each	thereafter, the hourly rates will be increase	d by 3% from the previous year's l	ourly
	rates.			•

IV. CONTINGENCY

A. A contingency fund shall be created to pay for the continuation of CM/CA services during delays of any kind to the project schedule. This contingency fund will be administered by the Owner. The contingency fund shall be sufficient to cover CM/CA services for three months.

V. OTHER DIRECT COSTS

A. Jacobs will not invoice the City of Binghamton for normal other direct costs associated with providing construction management / construction administration services under this contract. If the City of Binghamton should request a service that requires an extraordinary expense, then that preapproved expense may be invoiced.

VI. RETAINAGE

A. There will be no retainage on this contract.

VII. APPORTIONING INVOICES FOR THE COST OF FLOOD RELATED SERVICES

A. The cost of the CM/CA's services that are attributed to the recovery from damages caused by flooding shall be apportioned from the total cost of each invoice by applying a pre-determined percentage factor.

RESTORATION AND REHABILITATION of the BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT

ATTACHMENT

JACOBS PROJECT MANAGEMENT CO. MARCH 5, 2015

MANPOWER ESTIMATE CONSTRUCTION MANAGEMENT/ADMINISTRATION SERVICES

103%

POSITION	NAME	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Hours Total	Billing Rate	Г	Total
Jacobs Project Management Co.		- I				- Control of the Cont	- COP 10		1401-10	200-10	0011-10	1.60-13	Wia)-15	Total	Kate	-	Total
Project Manager	Doug Most	40	40	50	40	40	50	40	40	'50	0	0	n	390	\$ 264.20	او	103,038
Senior Construction Manager	Jerry Nystrom	160	152	200	152	160	192	160	152	192	ō	0	ŏ		\$ 217.60		330,758
Construction Manager (Demolition Contracts)	тво	0	0	0	0	0	0	0	0	0	ō	ñ	ň		\$ 199.01		000,100
Construction Manager (Flood Wall)	TBD	0	0	0	0	0	0	ō	ō	õ	0	ō	ň		\$ 199.01		
Lead Civil/Structural Engineer	TBD	160	152	200	0	0	0	0	ò	ō	ō	Ď	ň		\$ 150.73		77,174
Lead Electrical, I&C and Commissioning	Dan Ryan	160	152	200	152	160	192	160	152	192	ã	ñ	'n		\$ 186,42		283,351
Mid-Level Project Engineer	TBD	160	152	200	152	160	192	160	152	192	õ	ō	ŏ		\$ 121.07		184,024
Junior Inspector (Civil/Structural)	TBO	0	0	0	0	0	0	0	0	0	ō	Ď	ŏ		\$ 97.48		-
Junior Inspector (Mechanical)	TBD	. o	Q	0	0	0	0	0	0	ō	ō	ō	o		\$ 97,48		-
Junior Inspector (Electrical)	TBD	0	G	0	0	0	0	0	0	0	Ď	ō	0		\$ 97,48		
Scheduler	TBD	16	16	16	16	16	16	16	16	16	ō	ō	ő		\$ 179.05		25,784
Senior Project Controls Manager	Ron Mallett	0	0	0	0	0	0	0	0	0	ō	ō	o		\$ 271.33		20,70
ITS Support Desk	Carol Craig	0	0	0	0	0	0	0	0	0	Ö	ō	6		\$ 100.50	-	
Systems Technician	Borchik	0	0	0	0	0	0	0	0	ō	0	ō	o		\$ 116,99		_
IT Technical Services Manager	Stephens	0	0	0	0	Ġ	0	0	Ð	o.	0	ó	o		\$ 198,25		_
Constructability Team Leader	Ellas Mageaes	0	0	0	0	0	0	Ď	ō	ō	ō	٠.	ő		\$ 244.61		_
Constructability Review - Engineer	Various	0	0	0	0	Ö	Ó	0	0	0	ō	ò	ام		\$ 180.03	1.	_
Cost Estimator / Scheduler	Gallo/Abella	0	Đ	0	0	Ö	Ö	ò	ō	ō	ō	ő	ام		\$ 122.75		
Winstead Management Group										······································						Ť	
Lead Mechanical Engineer	тво	160	152	200	152	160	192	0	0	0	0	0		1016	\$ 147.52	8	149,878
Mid-Level Administrative Assistant	TBD	180	152	200	152	160	192	160	152	192	0	Ď	ă		\$ 87.42		132,876
Junior Inspector (Civit/Structural)	TBD	0	0	0	0	0	0	0	0	0	Ď	0	ő		\$ 91.79		.0.,010

ATTACHMENT

JACOBS PROJECT MANAGEMENT CO. MARCH 5, 2015

MANPOWER ESTIMATE CONSTRUCTION MANAGEMENT/ADMINISTRATION SERVICES

		Grand Totals		
POSITION	NAME	Hours	Г	Cost
Jacobs Project Management Co.			Π	
Project Manager	Doug Most	2,040	\$	513,40
Senior Construction Manager	Jerry Nystrom	7,656	\$	1,589,44
Construction Manager (Demolition Contracts)	TBD	3,088	\$	567.94
Construction Manager (Flood Wall)	TBD	2,224	\$	406,74
Lead Civil/Structural Engineer	TBD	5,672	\$	814,42
Lead Electrical, I&C and Commissioning	Dan Ryan	6,992	 \$	1,248,36
Mid-Level Project Engineer	TBD	7,658	\$	884,32
Junior Inspector (Civil/Structural)	TBD	2,768	\$	251,83
Junior Inspector (Mechanical)	TBD D	2,888	s	268,16
Junior Inspector (Electrical)	TED	2,888	\$	268,16
Scheduler	TBD	1,456	\$	245,44
Senior Project Controls Manager	Ron Mallett	100	\$	24,83
ITS Support Desk	Carol Craig	20	\$	1,84
Systems Technician	Borchik	120	l s	12.84
IT Technical Services Manager	Stephens	40	\$	7,25
Constructability Team Leader	Ellas Mageses	176	\$	39,39
Constructability Review - Engineer	Various	320	\$	52,72
Cost Estimator / Scheduler	Gallo/Abella	192	s	21,5
Vinstead Management Group			Π	
Lead Mechanical Engineer	TBD	6,178	\$	871,41
Mid-Level Administrative Assistant	TBD	7,656	 \$	638,53
Junior Inspector (Civil/Structural)	TBD	5,484	\$	471,87
		Jacobs - Labor Tota	\$	7,218,72
		Winstead Management Group - Labor Total		1,981,81
		Total Labor	•	9,200,54
		Other Direct Costs	\$	-
		Total	<	9.200.5

RESTORATION AND REHABILITATION of the BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT

ATTACHMENT

JACOBS PROJECT MANAGEMENT CO. MARCH 5, 2015

MANPOWER ESTIMATE CONSTRUCTION MANAGEMENT/ADMINISTRATION SERVICES

103%

								-	-0000 (Quantity of 10)		44-02-00			Hours	Billing	<u> </u>	
POSITION	NAME	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Total	Rate	ļ	Total
Jacobs Project Management Co.																_	
Project Manager	Doug Most	40	40	50	40	40	50	40	40	50	40	40	50	520	\$ 256.50	s	133,383
Senior Construction Manager	Jerry Nystrom	160	152	200	152	180.	192	160	152	192	152	160	200	2032	\$ 211,26	s	429,290
Construction Manager (Demolition Contracts)	TBD	0	0	Đ	0	0	0	0	0	Q.	0	0	0	0	\$ 193.21	\$	
Construction Manager (Flood Wall)	TBO	0	. 0	0	0	0	0	0	0	0	0	0	0	0	\$ 193.21	s	- 1
Lead Civil/Structural Engineer	TBD	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 146,34	\$	297,365
Lead Electrical, I&C and Commissioning	Dan Ryan	160	152	200	152	160	192	160	162	192	152	160	200	2032	\$ 180.99	\$	367,763
Mid-Level Project Engineer	TBD	160	152	200	152	160	192	160	162	192	152	160	200	2032	\$ 117.54	\$	238,846
Junior Inspector (Civil/Structural)	TBD	0	0	0	0	0	0	0	0	0	0	0	O	o	\$ 94.64	s	- 1
Junior Inspector (Mechanical)	TBD	160	152	200	152	160	192	.0	0	0	0	0	0	1016	\$ 94.64	s	96,156
Junior Inspector (Electrical)	TBD	160	152	200	152	160	192	0	0	0	0	0	0	1016	\$ 94.64	s	96,156
Scheduler	TBD	40	16	16	16	16	16	16	18	16	32	16	16	232	\$ 173.84	s	40,330
Senior Project Controls Manager	Ron Mallett	0	0	0	0	0	G	0	0	0	0	0	0	0	\$ 263,42	s	
tTS Support Desk	Carol Craig	0	0	0	0	0	0	0	0	0	0	0	o		\$ 97.58		- 1
Systems Technician	Borchik	0	0	0	0	0	0	0	0	0	0	0	0	Ó	\$ 113.59	s	- 1
IT Technical Services Manager	Stephens	G	Ð	0	0	0	0	0	0	0	0	0	0	0	\$ 192,47	s	- 1
Constructability Team Leader	Ellas Mageaes	0	Ð	0	0	0	0	0	0	0	0	0	o	0	\$ 237,48	s	- 1
Constructability Review - Engineer	Various	0	0	0	0	0	0	0	0	0	Ð	0	٥	0	\$ 174.78	s	- 1
Cost Estimator / Scheduler	Galio/Abella	0	0	. 0	0	Đ	0	. 0	0	. 0	0	Q	0		\$ 119.18		-
Winstead Management Group												- market				Ι-	
Lead Mechanical Engineer	TBD	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 143.22	s	291,026
Mid-Level Administrative Assistant	TBD	160	152	200	152	160	192	160	152	192	152	160	200		\$ 84.87	1 -	172,460
Junior Inspector (Civil/Structural)	TBD	160	152	200	152	160	192	160	152	192	0	0	0		\$ 89.12		135,456

RESTORATION AND REHABILITATION of the BINGHAMTON-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT

ATTACHMENT

JACOBS PROJECT MANAGEMENT CO. MARCH 5, 2015

MANPOWER ESTIMATE CONSTRUCTION MANAGEMENT/ADMINISTRATION SERVICES

103%

POSITION	NAME	440	May-16	h 40	1.1.40	46	D 40						THE PERSON NAMED IN	Hours	Billing		
Jacobs Project Management Co.	T STAME	Apr-10	May-10	Jun-16	301-16	Aug-16	Sep-16	Oct-16	NOV-15	Dec-16	Jan-17	Feb-17	Mar-17	Total	Rate	-	Total
	Dave Mont	200	40	50	40	40										l	Į.
	Doug Most	40				40	50	40	40	50	40	40	50			\$	129,498
Senior Construction Manager	Jerry Nystrom	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 205,11	\$	418,787
Construction Manager (Demolition Contracts)	TBD	160	152	200	162	160	192	0	0	0	0	. 0	0	1016	\$ 187.59	\$	190,589
Construction Manager (Flood Wall)	TBD	160	152	0	0	0	0	0	0	0	0	0	0	312	\$ 187.59	\$	58,527
Lead Civil/Structural Engineer	TBD	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 142,08	\$	288,703
	Dan Ryan	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 175.71	\$	357,051
Mid-Level Project Engineer	TBD	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 114,12	15	231,889
Junior Inspector (Civil/Structural)	TBD	160	152	200	152	160	192	160	152	192	152	160	0	1832	\$ 91,89	1 \$	168,333
Junior Inspector (Mechanical)	TBD	0	152	200	152	160	192	160	152	192	152	160	200	1872		s	172,009
Junior Inspector (Electrical)	TBD	0	152	200	152	160	192	160	152	192	152	160	200	1872		s	172,009
Scheduler	TBD	40	40	40	40	40	40	40	40	40	40	40	40	480		1 '	81,011
Senior Project Controls Manager	Ron Mallett	0	0	0	0	0	0	0	D	0	0	n	0	0	\$ 255.75		
ITS Support Desk	Carol Craig	0	0	0	0	. 0	0	0	0	Ò	o	ō	0	ō			
Systems Technician	Borchik	0	0	0	0	0	0	0	Ö	ō	ō	Ö	ŏ	-	\$ 110.28		_ 1
IT Technical Services Manager	Stephens	0	0	0	0	0	0	0	0	0	0	0	o			s	. 1
Constructability Team Leader	Elias Mageaes	0	0	. 0	0	0	0	0	0	0	0	0	٥	0	\$ 230.57	\$	-
Constructability Review - Engineer	Various	0	0	0	0	0	0	0	0	0	0	0	0		\$ 169,69		_ 8
Cost Estimator / Scheduler	Gallo/Abella	0	0	0	0	0	0	0	0	0	0	ō	ō		\$ 115.71		
Winstead Management Group			1								***************************************					΄	
Lead Mechanical Engineer	TBD	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 139,05	s	282,550
Mid-Level Administrative Assistant	TBD	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 82.40	\$	167,437
Junior Inspector (Civil/Structural)	DBT	160	152	200	152	160	192	160	152	192	152	160	200	2032	\$ 86.52	\$	175,809

ATTACHMENT

JACOBS PROJECT MANAGEMENT CO. MARCH 5, 2015

MANPOWER ESTIMATE CONSTRUCTION MANAGEMENT/ADMINISTRATION SERVICES

·								The state of the s			TARKET WATER	HORSE SANS	370-E	Hours	Billing	П	
POSITION	NAME	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Total	Rate	1	Total
Jacobs Project Management Co.		髓													a addition of the second	Ī	
Project Manager	Doug Most	80	80	50	40	40	60	40	40	50	40	40	50	610	\$ 241,78	s	147,486
Senior Construction Manager	Jerry Nystrom	160	152	200	152	160	232	160	152	192	152	160	200		\$ 199.14		412,613
Construction Manager (Demolition Contracts)	TBD	160	152	200	152	160	232	160	152	192	152	160	200		\$ 182,12		377,360
Construction Manager (Flood Wall)	TBD	0	152	200	152	160	232	160	152	192	152	160	200		\$ 182.12		348,220
Lead Civil/Structural Engineer	тво	0	0	0	0	0	80	160	152	192	152	160	200		\$ 137.94		151,183
Lead Electrical, I&C and Commissioning	Dan Ryan	0	Ó	ō	80	80	232	160	152	192	152	160	200		\$ 170.60		240,200
Mid-Level Project Engineer	TBD	160	152	200	152	160	232	160	152	192	152	160	200		\$ 110.00		229,567
Junior Inspector (Civil/Structural)	TBD	0	0	0	0	0	0	80	152	192	152	160	200		\$ 89.21		83,499
Junior Inspector (Mechanical)	TBD	0	0	0	o	ō	ō	0	0	0	0	.00	ó	000			00,488
Junior Inspector (Electrical)	TBD	0	0	0	0	0	0	0	B	ō	. 0	ō	0		\$ 89.21		_
Scheduler	TBD	40	80	80	40	40	40	60	40	40	40	40	40		\$ 163.86		98,315
Senior Project Controls Manager	Ron Mallett	60	40	0	6	0	0	0	0	0	0	0	.0		\$ 248.30	-	24,830
ITS Support Desk	Carol Craig	20	0	0	0	0	0	0	Ó	o	0	ā	ō		\$ 91.98		1,840
Systems Technician	Borchik	60	60	0	0	0	0	0	0	Ö	ō	ō	ō		\$ 107.06		12,848
IT Technical Services Manager	Stephens	40	0	0	0	0	0	0	0	0	ō	ō	ŏ		\$ 181,43		7,257
Constructability Team Leader	Ellas Mageaes	32	64	08	0	0	G	0	0	0	Ō	0	ň		\$ 223.85		39,398
Constructability Review - Engineer	Various .	58	104	160	0	0	0	ō	0	ō		ò	ň		\$ 164.75	•	52,720
Cost Estimator / Scheduler	Gallo/Abella	48	64	80	0	8.	0	o	0	0	D	ō.	Ď		\$ 112.34		21,568
Winstead Management Group							***************************************							700	0 114.01	۳	21,000
Lead Mechanical Engineer	TBD	0	0	0	0	0	80	160	152	192	152	160	200	1098	\$ 135.00	9	147,960
Mid-Level Administrative Assistant	TBD	160	152	200	152	160	232	160	152	192	152	160	200	2072	\$ 80.00		165,760
Junior Inspector (Civil/Structural)	TBD	0	152	200	152	160	232	160	152	192	152	160	200			٠.	160,608



Legislative Branch

RL Number:

15-54

Date Submitted:

31315

City Clerk, City Hall, Binghamton, NY 13901 607-7

607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by:	Richard Perkins			
Title/Department:	Assistant City Eng	ineer / Engineerin	g	
Contact Information:	607-772-7007			
		RL Information		
Proposed Title:	A resolution authori	zing the Mayor to	enter into a tern	n agreement with Keystone
Associates for Architect	ural services on an	as needed basis fo	or various projec	ts throughout the City of
Binghamton.				
Suggested Content:	Request agreemen	t up to \$25,000. F	unding is availal	ole for each project that
services will be perform	ed under. Rate sche	edule is attached.		
	Add	ditional Informat	tion	
Does this RL concern gr	ant funding?		Yes □	No 🗷
If 'Yes', is the required	RL Grant Workshee	t attached?	Yes □	No ⊠
Is additional information	n related to the RL a	ttached?	Yes ✓	№ □
Is RL related to previous	sly adopted legislation	on?	Yes □	No 🗷
If 'Yes', please provide	Permanent Ordinan	ce/Resolution/Loc	al Law number(s):
		ÓFFICE USE ONLY	7	
Mayor:	- Hickory	Q Sa	el .	
Comptroller:				
Corporation Counsel:		Mh		
Finance 6 Plann	ing D MPA D	PW/Parks □	Employees 🗆	Rules/Special Studies



2015 Architectural/Engineering/Surveying Fee Schedule

Revised 08/25/14

-	ourly	Rates:

Managing Member/Member	\$140.00/Hour	Sustainability Manager	\$ 80.00/Hour
Sr. Architect/Sr. Engineer/ Sr. Planner/		Environmental Scientist	\$ 75.00/Hour
Sr. Surveyor	\$120.00/Hour	Sr. Technician	\$ 70.00/Hour
Architect/Engineer/Surveyor	\$100.00/Hour	Construction Administrator	\$ 65.00/Hour
Sr. Environmental Scientist	\$100.00/Hour	Technician	\$ 60.00/Hour
Sr. Designer/Sr. Construction Manager	\$ 90.00/Hour	Administration	\$ 40.00/Hour
Designer	\$ 80.00/Hour		
Additional Rates:		NYS Prevailing Wage Rates/	
I Man Crew w/GPS or Robotic	\$ 85.00/Hour	2 Man Crew	\$250.00/Hour
Expert Testimony & Related Investigations	\$120.00/Hour	(All counties except as follows: Rockland, Sullivan, Ulster, Count	•

The above hourly rates include compensation for professional, technical and non-technical personnel time, equipment, materials, and overhead, which ordinarily would be incurred during the performance of our work. Services are normally billed monthly. A finance charge of 1.5% per month will be billed on all accounts not paid within 30 days of the invoice date. Rates will be revised on January 1 of every year.

The following reimbursable expenses are also included for your information:

\$120.00/Hour

Member designates ownership percentage of firm.

REIMBURSABLE EXPENSES:

Two Man Survey Field Crew

Reproduction/Prints/Scans		Postage/Courier	
In-House Prints24x36	\$2.50/Each	Bulk Postage, Express Mail	
In-House Prints30x42	\$3.00/Each	UPS, FedEx, DHL etc.	Cost + 10%
In-House Mylar's24x36	\$10.00/Each		
In-House Mylar's30x42	\$15.00/Each	Miscellaneous Consumable Supplies (Project Related)	Cost + 10%
<u>Photocopies</u>		Outside Services	Cost + 10%
In-House Service8-1/2x11	\$0.15/Each	Geotechnical Drilling Services	Cost + 15%
In-House Service8-1/2×14	\$0.20/Each	•	
In-House Service 11×17	\$0.30/Each	Travel	
Outside Services	Cost + 10%	Mileage	\$0.60/Mile
		Meals/Lodging	Cost + 10%
		Vehicle Rental/Fuel	Cost + 10%

Legislative Branch

RL Number:

16-55

Date Submitted:

3-13-15

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted	by: Richar	d Perkins			 					
Title/Department:	Assista	ant City Engi	neer / Engineer	ing						
Contact Information	on: 607-77	2-7007			r					
			RL Informatio	n						
Proposed Title:	A resolu	ution authori	zing the Mayor	to enter into a tern	n agreement with Advance					
Testing for material testing on various street reconstruction and other capital projects throughout										
the City of Bingham	iton.									
Suggested Content	. Reque	st agreemen	t up to \$25,000.	Funding is availal	ole for each project that					
testing will be perform		Rate sched	ule is attached.							
		Ade	litional Inform	ation						
Does this RL concer	rn grant fund	ding?		Yes □	No ⊠					
If 'Yes', is the requi	ired RL Gra	nt Workshee	t attached?	Yes □	No ⊠					
Is additional inform	ation related	l to the RL a	ttached?	Yes ⊠	No 🗆					
Is RL related to prev	viously adop	oted legislation	on?	Yes □	No ⊠					
If 'Yes', please prov	vide Perman	ent Ordinan	ce/Resolution/L	ocal Law number(s):					
Mayor: Comptroller:	<u></u>	Tules S	OFFICE USE ON	LY ,						
Corporation Coun	nsel: ≧lanning □	MPA 🗆	PW/Parks □	Employees □	Rules/Special Studies					
			·	z •	*					

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

March 2, 2015

City of Binghamton City Hall, 38 Hawley Street Binghamton, NY 13901 Attention: Richard Perkins

Re: City of Binghamton - Materials Testing Services

Dear Mr. Perkins

On behalf of Advance Testing, thank you for giving us the opportunity to provide material testing and inspection services for the City of Binghamton under the Materials Testing Services term contract. We appreciate the time you and your colleagues took to meet with our firm and discuss the ways we may be able to assist the City under this contract.

Advance Testing has been providing construction materials testing and inspection services for over thirty years, and our commitment to providing the best service our industry has to offer continues to grow. Since 1984 we have held many on-call contracts with agencies, including contracts with the New York State Thruway Authority, New York State DOT, Port Authority of NY & NJ, Massachusetts DOT, and Maine DOT, and we have developed a proprietary internal scheduling system that allows us to meet the needs of our clients by scheduling the appropriate personnel with as little as twenty-four hour notice.

In addition to providing highly responsive field testing and inspection we also strive to provide the fastest turnaround time for laboratory testing. Our laboratories are among the premier private-sector facilities for the testing of construction materials due to our robust capabilities, rapid turnaround time, and the attention given to detail and quality. All laboratory samples are logged in to a custom-built laboratory information software system upon arrival and given unique sample identification numbers to eliminate the potential for error when performing tests. During peak seasons, our laboratory operates around the clock to ensure test results are turned around as expeditiously as possible. When needed, rush sample processing is available to clients at no additional cost.

Attached you will find a Fee Schedule, per our conversation, which includes some general testing that we conduct under some of our other materials testing term contracts. We have also included a copy of our standard Service Agreement and a copy of our Scope of Services for your review in case you would like us to add any other testing you believe the City may have a need for.

Once you've had a chance to review this information please let me know when you have some time to discuss in more detail. Additionally, I'm available at your convenience if you have any questions or would like more information. I can be reached at (845) 496-1600 ext. 211 or by email at pkiernan@advancetesting.com.

Patrick Kiernan

Business Development

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Richard Perkins City of Binghamton March 2, 2015

City of Binghamton - Materials Testing Services Proposal # B15_0012

FEE SCHEDULE

Field Technician Rates:
Soils, Asphalt, Concrete* & Reinforcing Steel Technician, half day
Soils, Asphalt, Concrete* & Reinforcing Steel Technician, full day
Professional Engineer, per hour
Sample Pickup Charge, per trip\$ 100.00
* Note: In accordance with ACI 318 Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer for the supplier to not receive these results, please inform Advance Testing of this preference in writing prior to the start of the project.
Rate is per each inspector, Monday-Friday. Half day rate includes up to 4 hours of inspector time, travel time and mileage and the full day rate includes up to 8 hours of inspector time, travel time and mileage. Overtime and Saturday rates will be charged at 1.5 times the regular hourly rate. Any necessary travel/hotel expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.
Plant Technician Rates:
Asphalt & Concrete Plant Technician, half day
Asphalt & Concrete Plant Technician, full day\$ 515.00

Rate is per each inspector, Monday-Friday. Half day rate includes up to 4 hours of inspector time assuming the plant is within the City of Binghamton limits and the full day rate includes up to 8 hours of inspector time assuming the plant is within the City of Binghamton limits. If the plant is outside of the City of Binghamton limits the cost may vary. Overtime and Saturday rates will be charged at 1.5 times the regular hourly rate. Any necessary travel/hotel expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

CLIENT ADVANCE

This Page Approved (initials)

1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Richard Perkins City of Binghamton March 2, 2015 City of Binghamton - Materials Testing Services Proposal # B15_0012

FEE SCHEDULE

Equipment and Laboratory Testing:	
Nuclear Density Gauge Fee, per day	\$ 80.00
Coring Equipment Fee, per day	
Soil Gradation Analysis, each	
Wash Sieve Analysis, each	
Full Standard or Modified Proctor Test for Soils (min. of 4 points), each	
Asphalt Content by Chemical Extraction, each	
Air Voids in Asphalt Cores, each	
Compressive Strength of Advance Testing-cast Concrete Cylinders, each	
Compressive Strength of Client-cast Concrete Cylinders, each (incl. capping/sample prep)	
Compressive Strength of 2x2x2 Mortar Cubes, each	\$ 13.75
Compressive Strength of Concrete Cores, each	
Hardened Air Void Content of Concrete (ASTM C457), each	\$ 495.00
Petrographic Analysis of Concrete, each	\$ 1,500.00
To indicate acceptance of this fee schedule for the above-mentioned project, please return a signed copy to our office via facsimile at 845-496-1398 at your earliest conven	
Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date sh additional charge of one and one-half (1 ½) percent per month until paid.	and other charges. all bear an
Respectfully submitted by: Heather Galage Proposal Accepted and Work Authorized for: City of Binghamton	
Signature/Date	
Name	

Page 3 of 5

ADVANCE_____CLIENT_____
This Page Approved (initials)

Page 70 of 123 hone; 607,235,2006 • Fax: 607,235,2007

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Richard Perkins City of Binghamton March 2, 2015 City of Binghamton - Materials Testing Services Proposal # B15_0012

SERVICE AGREEMENT

This Agreement was made as of <u>March 2, 2015</u> by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and <u>City of Binghamton</u>. (Hereinafter called "CLIENT"). CLIENT'S project is <u>City of Binghamton</u>. <u>Materials Testing Services</u> (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

- 1. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE: As per attached Proposal dated March 2, 2015.
- 2. <u>COMPENSATION</u>: In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
- 3. <u>COMMENCEMENT OF SERVICES</u>: ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT; and an advance payment of \$ ____NA___.
- 4. PAYMENT TERMS: ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half (1½) percent per month until paid. Whenever the amount is past due more than forty-five (45) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorneys fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
- 5. INSURANCE AND LIMITATIONS: ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
- 6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
- 7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday, and are charged portal to portal.
- 8. An automatic increase of 4% will be added at the end of each year.
- 9. Management time will be billed at \$ 75.00 per hour (minimum 4 hour charge/meeting) for attendance at jobsite meetings, if we are requested to be there by the CLIENT.

ADVANCE	CLIENT
This Page Approv	ved (initials)



CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Richard Perkins City of Binghamton March 2, 2015

City of Binghamton - Materials Testing Services Proposal # B15 0012

- 10. If overtime, weekend, 2nd or 3rd shift, and/or holiday work is required, the following rates will apply:
 - Monday-Friday: 1.5 times the hourly rate
 - Saturday: 1.5 times the regular hourly rate for the first eight hours and 2.0 times the hourly rate thereafter
 - Sunday and Holidays: 2.0 times the regular hourly rate for the first 8 hours and 2.5 times the hourly rate thereafter
- 11. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are provided and are not utilized or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
- 12. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.
- 13. Tolls and parking fees will be charged separately at cost.
- 14. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, long distance communications, special delivery services, unusual reproduction expenses and facsimile transmissions.
- 15. CLIENT is responsible for notifying ADVANCE of all contracted requested controlled testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all nonconforming items.
- 16. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
- 17. Professional Engineering services will be invoiced at \$ 125.00 per hour subject to adjustment as provided herein.
- 18. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true..
- 19. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
- 20. No party other than the CLIENT shall be entitled to rely or claim reliance on services performed by ADVANCE hereunder.
- 21. This document embodies the complete integration of the parties' agreement and all prior representations, promises and conditions are merged herein. This agreement may not be changed or modified except in a writing signed by both parties.

This AGREEMENT is effective on the last signed date.

City of Binghamton City Hall, 38 Hawley Street Binghamton, NY 13901	ADVANCE TESTING COMPANY, INC. 3348 Route 208 Campbell Hall, NY 10916
BY: NAME: TITLE: DATE:	BY: NAME: James P. Smith, Jr. TITLE: President DATE:
	ADVANCECLIENT This Page Approved (initials)

Page 5 of 5

Legislative Branch

RL Number:

15-56

Date Submitted:

3 1315

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by:	Request submitted by: Richard Perkins				
Title/Department:	itle/Department: Assistant City Engineer / Engineering				
Contact Information:	607-772-7007				
		RL Information			
Proposed Title:	posed Title: A resolution authorizing the Mayor to enter into a term agreement with Delta				
Engineers, for structural	design services on	an as needed basi	is for various proje	ects throughout the	
City of Binghamton.					
Suggested Content:	Request agreemen	t up to \$25,000. Fu	unding is available	for each project that	
services will be provided	d under. Rate sched	ule is attached.			
	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
	Add	litional Informati	ion		
Does this RL concern gr	ant funding?		Yes 🗆	No 🗷	
If 'Yes', is the required I	RL Grant Workshee	t attached?	Yes □	No ⊠	
Is additional information	Is additional information related to the RL attached? Yes No No				
Is RL related to previously adopted legislation? Yes □ No ■					
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):					
Mayor: Comptroller:					
Corporation Counsel:					
Finance Planni	ing MPA	PW/Parks 🗆	Employees	Rules/Special Studies	



City of Binghamton Structural Term Contract 2015 - 2017 RATE SCHEDULE

LABOR			
	2015-2017		
	HOURLY RATE		
PRINCIPAL	\$175.00		
SENIOR PROJECT MANAGER	\$155.00		
PROJECT MANAGER	\$120.00		
QUALITY COORDINATOR	\$130.00		
SENIOR PROJECT ENGINEER/ARCHITECT	\$110.00		
PROJECT ENGINEER/ARCHITECT	\$100.00		
SENIOR ENGINEER/ARCHITECT	\$90.00		
ENGINEER/ARCHITECT	\$85.00		
ASSISTANT ENGINEER/ARCHITECT	\$75.00		
SENIOR TECHNICIAN	\$65.00		
TECHNICIAN	\$55.00		
ADMINISTRATIVE ASSISTANT	\$55.00		
PARTY CHIEF	\$80.00		
SURVEY TECHNICIAN	\$50.00		
CONSTRUCTION SUPERVISOR	\$120.00		
LEVEL IV INSPECTOR (or equiv.)			
Regular Time	\$100.00		
Overtime	\$120.00		
LEVEL III INSPECTOR (or equiv.)			
Regular Time	\$80.00		
Overtime	\$100.00		
LEVEL II INSPECTOR (or equiv.)			
Regular Time	\$60.00		
Overtime	\$80.00		

REIMBURSABLE EXPENSES			
ITEM	BILLING RATE		
MILEAGE	AT IRS RATE		
MEALS/LODGING	AT COST		
PRINTS (ANY SIZE)	\$ 0.25/Square Foot		
VELLUM	\$ 0.50/Square Foot		
MYLAR	\$ 0.75/Square Foot		
PHOTOCOPIES	\$ 0.10/SHEET		
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST		
FILM AND PHOTO DEVELOPING	AT COST		
SUBCONTRACT SERVICES	COST + 10%		
CONSUMABLE INSPECTION SUPPLIES	AT COST		

Legislative Branch

RL Number:

16-57

Date Submitted:
31315

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

_				•	
Request submitted by:	Richard Perkins				
Title/Department:	e/Department: Assistant City Engineer / Engineering				
Contact Information:	ormation: 607-772-7007				
	RL	Information			
Proposed Title:	A resolution authorizing	g the Mayor to	enter into a term	agreement with Griffiths	
Engineering, LLC. for civ	/il design services on a	n as needed ba	sis for various p	projects throughout the	
City of Binghamton.					
Suggested Content:	Request agreement up	多 より <i>000</i> o to \$ 25,00 0. Fu	ınding is availab	ole for each project that	
services will be provided	l under. Rate schedule	is attached.			
	,				
			4.		
	Additio	onal Informati	on		
Does this RL concern gr	ant funding?		Yes □	No 🗷	
If 'Yes', is the required I	RL Grant Worksheet att	tached?	Yes □	No 🗷	
Is additional information	related to the RL attac	hed?	Yes ⊠	No 🗆	
Is RL related to previous	ly adopted legislation?		Yes □	No 🗷	
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):					
	// OEF	ICE USE ONLY			
Mayor:	Thilliell	Danis	2		
Comptroller:		The second secon			
Corporation Counsel:					
Finance Planni	ng	PW/Parks 🗆	Employees	Rules/Special Studies	



13 S. Washington Street Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436 Web: www.griffithsengineering.com

City of Binghamton Term Contract- Civil Engineering 2015 HOURLY RATE SCHEDULE

HOURLY BILLING RATE
\$140/hour
ering) \$135/hour
\$120/hour
\$115/hour
\$105/hour
\$105/hour
\$100/hour
\$95/hour
\$90/hour
\$85/hour
\$80/hour
\$75/hour
\$75/hour
\$105/hour
\$50/hour
Fee plus 10%



13 S. Washington Street Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436 Web: www.griffithsengineering.com

REIMBURSABLE SCHEDULE

Digital Bond:

1st copy of each drawing

 $0.70/\text{ft}^2$

All reproductions will be done by Dataflow in Binghamton, NY

Fee plus 10%

Mileage:

(To be adjusted to changes in IRS mileage rates.)

Automobile Rental, Equipment Rentals, Express Mail, Courier Services, Parking, Lodging, Meals, Fax Transmissions, Long Distance Calls, Tolls. Fee plus 10%

Note: Rates are subject to change per vendor cost changes.

Legislative Branch

RL Number:

15-58

Date Submitted:

3 13 15

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Richard Perkins					
Title/Department:	tle/Department: Assistant City Engineer / Engineering				
Contact Information:	607-772-7007				
	RL Informa	<u>tion</u>			
Proposed Title: A resolution authorizing the Mayor to enter into a term agreement with Keystone					
Material Testing for mate	erial testing on various street reco	onstruction and other	capital projects throughout		
the City of Binghamton.					
Suggested Content:	Request agreement up to \$25,00	00. Funding is availab	ole for each project that		
testing will be performed	d under. Rate schedule is attache	d.			
	Additional Info	rmation			
Does this RL concern gr	ant funding?	Yes □	No ⊠		
If 'Yes', is the required	RL Grant Worksheet attached?	Yes □	No ⊠		
Is additional information	related to the RL attached?	Yes ⊠	No □		
Is RL related to previously adopted legislation? Yes			No 🗷		
If 'Yes', please provide	Permanent Ordinance/Resolution	/Local Law number(s):		
Mayor:	OFFICE USE O	ONLY			
Comptroller:					
Corporation Counsel:	BM				
Finance Plann	ing MPA PW/Parks	Employees =	Rules/Special Studies		



HOURLY TESTING RATES

Project Name:	2015 Term Contract - Material Testing	Project No.	0047.03015
Client:	City of Binghamton	Date:	February 2015

SERVICE	UNIT FEE
FIELD TESTING:	
TECHNICAL PERSONNEL	
Soil Technician - (In-Place Density Testing and Inspection)	\$ 45.00/Hour, Plus Nuclear Density Gauge
 Includes: Sub-grade acceptance tests and in-place density tests of fill and/or backfill. Meets the requirements of ASTM D75, D2922, D3017, and D6938. 	\$ 67.50/Hour O.T.
Concrete Technician - (On-Site Placement and Inspection)	\$ 45.00/Hour
 Includes (in accordance with ACI 318): measurement of slump, air content and unit weight on each truck placed; molding of cylinders as required; and visual inspection of reinforcement. Meets the requirements of ASTM C31, C143, C172, and C231. 	\$ 67.50/Hour O.T.
Reinforcing Steel Technician - (Inspection)	\$ 70.00/Hour
 Includes: verify bar sizes, number of bars, placement of bars, layout of bars, clearances, etc. 	\$ 105.00/Hour O.T.
Structural Steel Technician - (Inspection)	\$ 100.00/\$125.00 Hour
 Includes: checks for bolt tension, column plumbness, visual inspection of welds and bearing plates, tests of shear studs, etc. 	\$ 150:00/\$187.50. Hour O.T.
Masonry Technician - (Testing and Inspection)	\$ 45.00/Hour
•Includes (in accordance with ACE 530.1): checking "plumb and straightness"; molding of grout prisms, mortar cylinders and cubes; checking reinforcement, and observation of grouting procedures.	\$ 67.50/Hour O.T.
Asphalt Technician - (Testing and Inspection)	\$ 50.00/Hour
Includes: monitoring of temperature and density during placement; coring for thickness and density verification.	\$ 75.00/Hour O.T.
Technician	\$ 70.00/Hour
Environmental Technician: OSHA Certified	\$ 75.00-\$110.00/Hour
Professional Engineer: (Range, if Requested)	\$ 120.00-\$140.00 Hour
LABORATORY TESTING:	
Concrete: ASTM C39: Compressive Strength Test/Hold Cylinders Cylinders fabricated by KMT /Cylinders fabricated by others	\$ 13.00/Cylinder/\$ 15.00/Cylinder
ASTM C109: Mortar Cubes	\$ 30.00/Set of 3
ASTM C1019: Grout & Observation	\$ 45.00/Set of 4

SERVICE (con't)	UNIT FEE (con't)	
LABORATORY TESTING (con't):		
Soil:		
ASTM C117: Material Finer than 75 µm (No. 200 Sieve)	\$ 30.00/Each	
in Mineral Aggregates by Washing		
ASTM C136: Sieve Analysis of Fine and Coarse Aggregates	\$ 55.00/Each	
ASTM D4318: Atterberg Limits	\$ 85.00/Each	
ASTM D422: Particle Size Analysis with Hydrometer	\$ 10.00/Each	
ASTM D698: Standard Proctor Test	\$ 120.00/Each	
ASTM D1557: Modified Proctor Test	\$ 140.00/Each	
ADDITIONAL & MISCELLANEOUS SERVICES		
Overtime and Saturday rates will be charged at 1.5 times the hourly		
rate.		
Administrative/Secretarial Fee	\$ 25.00/Hour	
Nuclear Density Gauge	\$ 15.00/Hour	
Photocopies (8-1/2 x 11)	\$ 0.15/Each	
Postage: Regular Mail, FedEx, etc.	Standard Rates	
Travel (mileage)	\$ 0.60/Mile (portal to portal)	
	10 mile radius from Binghamton: \$25.00 each	
	pick up	
Cylinder Pickup (when no other work is being performed)	Over 10 miles: \$ 0.60/Mile + \$25.00/hr (portal	
	to portal)	

GENERAL TERMS AND CONDITIONS:

- A one-day advance notice will be provided to schedule services on site.
- We will hold cylinders to be discarded when the compressive strength exceeds the minimum specified value, unless otherwise instructed.
- Cancellation of scheduled services must be received prior to personnel departure for the project site, or a minimum charge in accordance with the Unit Fee Schedule will be applicable.

Legislative Branch

RL Number:

V-59

Date Submitted:

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Richard Perkins						
Title/Department:	itle/Department: Assistant City Engineer / Engineering					
Contact Information:	act Information: 607-772-7007					
	RL Information					
Proposed Title:	roposed Title: A resolution authorizing the Mayor to enter into a term agreement with					
McFarland Johnson, Inc	. for electrical design	on an as needed	d basis for various	s projects throughout the		
City of Binghamton. The	e first assignment will	be to design the	generator at Fred	derick St. Pump station.		
Suggested Content:	Request agreement	up to \$50,000. F	unding is availabl	e with the grant from		
NYS for the generator a	nd each other project	will be paid for u	under that respec	tive budget line.		
Rate schedule is attache	ed.					
	Addi	tional Informat	ion			
Does this RL concern gr	ant funding?		Yes 🗷	No □		
If 'Yes', is the required l	RL Grant Worksheet	attached?	Yes □	No 🗷		
Is additional information related to the RL attached? Yes ⊠ No □				No 🗆		
Is RL related to previously adopted legislation? Yes □ No No No No No No No						
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):						
Mayor: Comptroller: Corporation Counsel: Finance Planning MPA PW/Parks Employees Rules/Special Studies						
		_ 1114 was \$107 had		Zanos opens oranies u		



CITY OF BINGHAMTON MEP TERM AGREEMENT 2015 RATE SCHEDULE

LABOR					
TITLE	2015 Hourly Billing Rate				
Regional/Division Manager (P08)	\$183.00				
Sr. Project Manager (P07)	\$168.00				
Sr. Project Engineer (P06)	\$147.00				
Project Engineer (P05)	\$132.00				
Senior Engineer/Planner (P04)	\$110.00				
Assistant Engineer (P03)	\$94.00				
Junior Engineer (P02, P01)	\$77.00				
Senior Technician (T04)	\$87.00				
Technician (T03)	\$76.00				
Assistant Technician (T02, T01)	\$72.00				
Resident Inspector (I04)	\$125.00				
Senior Inspector (I03) - Regular Time	\$109.00				
Senior Inspector (I03) - Overtime	\$128.00				
Inspector (I01, I02) - Regular Time	\$82.00				
Inspector (I01, I02) - Overtime	\$100.00				
Support Staff	\$65.00				

REIMBURSABLE EXPENSES				
ITEM	Billing Rate			
Mileage	at IRS Rate			
Meals/Lodging	at Cost			
Prints(Any Size)	\$.35/sq. ft.			
Photocopies (outside services)	at Cost			
Overnight Shipping	at Cost			
Subcontract Services	Cost plus 10%			
Consumable Inspection Supplies	at Cost			

Legislative Branch

RL Number:

15-60

Date Submitted:

3 13 13

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by:	Request submitted by: Richard Perkins					
Title/Department:	Assistant City Eng	ineer				
Contact Information:	607-772-7007					
		RL Information				
Proposed Title:	A resolution author	izing the Mayor to	enter into suppl	emental agreement #3		
with NYSDOT for the co	nstruction of the Tr	affic Signal upgrad	de at Riverside /	Beethoven - PIN 9753.60		
		. 10141111111111111111111111111111111111				
Suggested Content:	The supplemental	agreement is for \$	235,000 for con	struction and inspection.		
This project is 80% fede	rally funded, and 1	5% State funded.	Current funding	is available in budget line		
H1650.525139.40914			***************************************			
	Ad	ditional Informa	tion			
Does this RL concern gr	ant funding?		Yes ⊠	No 🗆		
If 'Yes', is the required I	RL Grant Workshee	et attached?	Yes □	No ⊠		
Is additional information	related to the RL a	attached?	Yes ₪	No 🗆		
Is RL related to previous	sly adopted legislati	on?	Yes 🗷	No ⊠		
If 'Yes', please provide	Permanent Ordinan	ce/Resolution/Loc	al Law number(s): <u>RL14-66</u>		
		OFFICE USE ONLY				
Mayor:	Things	LIm.				
Comptroller:		1				
Corporation Counsel:	_112/11	9				
Finance Planni	ng 🗆 MPA 🗆	PW/Parks 🗆	Employees 🗆	Rules/Special Studies		

ANDREW M. CUOMO Governor

JOAN McDONALD Commissioner

JACK WILLIAMS, P.E. Regional Director

March 4, 2015

Mr. Gary Holmes, P.E. Public Works Commissioner City of Binghamton 38 Hawley Street Binghamton, New York 13901

Dear Commissioner Holmes:

RE: PIN 9753.60, D032038
Riverside Drive/Beethoven Street Signal Upgrade
City of Binghamton, Broome County

Enclosed for processing are five copies of Supplemental Agreement # 3 to Federal-Aid/Marchiselli-Aid Project Agreement (D032038) to perform the Preliminary Engineering/Design and Construction and Construction Supervision and Inspection work. The work involves the upgrade of the traffic signal at the Riverside Drive/Beethoven Street intersection in the City of Binghamton, Broome County. This is a Locally Administered Project.

All five copies must have original signatures and all five copies must be notarized. In addition, five certified copies of the necessary City Resolution must accompany the Agreements (a sample resolution is included in the agreement). Please return all five copies to our Regional Office for further processing. A completed copy will be returned to you once the agreement has been fully executed.

The estimated cost for the Construction and Construction Supervision and Inspection work is \$235,000. The City will be reimbursed 80% of this \$235,000 cost, or \$188,000, with Federal funds. The City will also be reimbursed 15%, or \$35,250, with State Marchiselli funds. Therefore, the necessary City Resolution must authorize \$235,000 for this phase of the project. Work performed on or after February 17, 2015 will be eligible for reimbursement.

Please note a change regarding reimbursement of Federal and Marchiselli funds. Reimbursement of Federal funds and Marchiselli funds (if applicable) will now be made as one payment. These payments will only be as an Electronic Funds Transfer (EFT) by the Office of the State Comptroller. If you had been receiving EFT payments for your Federal reimbursements, then you will continue to receive your Federal and Marchiselli reimbursement by EFT. If you were not receiving Federal reimbursements by EFT, then you must submit an EFT Authorization Form to the Office of the State Comptroller. This form may be obtained on OSC's website at http://www.osc.state.ny.us/epay or on the

Legislative Branch

RL Number:

| 5 - 6 |

Date Submitted:

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

	and the second s		Printedian	
Request submitted by:	Richard C. David			
Title/Department:	Mayor			
Contact Information:	772-7001			
	RL Info	rmation		
Proposed Title:	AN ORDINANCE AUTHORI	ZING AD.	JUSTMENTS T	O WATER BILLS FOR
RESIDENTS WHO LOS	T WATER SERVICE AND R	ESIDENT	S THAT WERE	E ASKED TO RUN WATER
Suggested Content:	TO ADJUST WATER BILLS	FOR RE	SIDENTS WHO	LOST WATER
SERVICE BECASUE O	F FROZEN PIPES OR WHO	WERE A	SKED TO RUN	I WATER TO PROTECT
WATER LINES FROM F	REEZING. SIMILAR TO TH	E PROGE	RAM IN 2012 A	FTER THE 2011 FLOOD
	Additional l	nformati	on	
Does this RL concern gr	ant funding?		Yes □	No 🗷
If 'Yes', is the required I	RL Grant Worksheet attached	1?	Yes □	No □
Is additional information	related to the RL attached?		Yes 🛮	No □
Is RL related to previous	ly adopted legislation?		Yes 🛮	No 🗆
If 'Yes', please provide	Permanent Ordinance/Resolu	tion/Loca	l Law number(s): See attached
Mayor: Comptroller: Corporation Counsel: Finance Planni	ng 0 MPA 0 PW/Pa	Star	Employees :	Rules/Special Studies 🗆

Introductory No. 012-24 Permanent No. 012-25 _



THE COUNCIL OF THE CITY OF BINGHAMTON STATE OF NEW YORK

Date: April 18, 2012

Sponsored by Council Members: Webb, Motsavage, Matzo, Rennia, Mihalko, Papastrat

Introduced by Committee: Finance

ORDINANCE

entitled

ORDINANCE AN **AUTHORIZING** ADJUSTMENTS TO WATER BILLS FOR FLOOD VICTIMS

WHEREAS, the City of Binghamton wishes to provide a onetime adjustment to water bills assessed to residents affected by the September 2011 flood in accordance with the conditions described herein.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. The City Treasurer or the Hearing Officer, if the owner or occupant has requested a hearing pursuant to Code § 405-52, are authorized to adjust water bills if the owner or occupant of the building meets two conditions: First, the owner or occupant must provide a copy of (i) a building permit establishing work performed to repair or replace damaged plumbing facilities, (ii) a FEMA application describing the plumbing damage, or (iii) an insurance claim describing the plumbing damage. This information must be delivered to the City Treasurer or the Hearing Officer on or before May 18, 2012. Second, the amount of the October, November or December 2011, or January 2012 water bill must exceed the amount of the water bill for the same time period in the previous year by 20% or more.

If the owner or occupant meets these two conditions, then the City Treasurer or the Hearing Officer shall credit the owner or occupant with the difference between the amount of the water bill dated October, November or December 2011, or January 2012 and the amount of the water bill for the same time period in the previous year (e.g., if the owner/occupant provides proof of the plumbing damage and the water bill in November 2011 was \$150 and the water bill in November 2010 was \$100, then the credit is \$50). If the water bill has already been paid, the credit will appear on a subsequent water bill.

This credit is for the water bill only and will not reduce the amount of the sewer bill.

Pending May 18, 2012, the City Water Department may stay termination of water service for any property that may qualify for this adjustment, provided that all prior water and sewer bills for the property in question have been paid in full.

Section 2.

I hereby certify the above to be a true copy This Ordinance shall take effect immediately of the City of Binghamton at a meeting held on 4/13/12. Approved by the of the legislation adopted by the Council

Sponsored by City Council Members:		Ayes	Nays	Abstain	Absent
wedd, Motsavage, Matzo, Kennia, Mihalko, Papastrat	Motsavage	>			
	Mihalko	>			
ARTHUR AND THE PROPERTY OF THE	Rennia	>			
AN ORDINANCE AUTHORIZING VARIOUS	Webb				>
	Papastrat	>			
VICTIMS	Matzo	>			
	Berg	>			MARCON TO THE PERSON
Basas and an analysis of the second of the s	Total	9	<u></u>	0	-
The within Ordinance was adopted by the Council of the City of Binghamton.	☐ Code of the City of Binghamton	he City of	Binghan	nton	
Potes 18:40/2	凶 Adopted	Ô	☐ Defeated		
Data C C C		ć	1		
48 80 0 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	O Ayes O Nays O Abstrain	Say C		- 1	Absent
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(T) The Salariday one					
Mayor (
>					

Introductory No. 012-24
Permanent No. 012-25

TRAFFIC BOARD MEETING 1003 MINUTES

Planning Conference Room, 4th Floor, City Hall Thursday, February 12, 2015

Call to Order. Called to order at 10:06 a.m. by Jared Kraham, Executive Assistant to the Mayor.

Traffic Board Member Present: Jared Kraham, Executive Assistant to the Mayor; Bill Berg, Council person; William Yeager, Assistant Police Chief

Traffic Board Members Absent: Gary Holmes, Commissioner of Public Works

Also Present: Rich Perkins, Engineering; Dan Correll, retired BPD Officer; Jennie Sherry, Planning; Katherine Davis, Principal Clerk

Approval of Minutes. Request to approve the minutes from Traffic Board Meeting 1002, held on Thursday, January 8, 2015

Moved by Yeager, seconded by Berg Motion carried. (Vote 3-0-1)
Ayes: J. Kraham, B. Berg, W. Yeager

Nays: None Absent: G. Holmes

Items Considered

Back-in Parking on Court Street. Ms. Paddick stated that according to many outside studies, back-in parking is safer than front-end angle parking. Mr. Kraham reported that Mayor David would like to keep this on the agenda until the parking study is completed. **Hold until study is complete.**

Front Street and Main Street Corner. Ms. Leslie Dahlgren posed a safety issue at the corner of Front and Main. There are three lanes approaching the Court Street Bridge, but there is no left turn arrow. She claims there are numerous "close-calls" due to confusion by drivers as to who has the right of way. People start to make their turn, while other cars continue going straight toward JC. It looks like there was an arrow there at one point, but it's been covered over with a black shroud. Waiting for traffic counts from Ms. Paddick. **Due to Ms. Paddick's absence, hold until Thursday, March 12, 2015 meeting.**

East Frederick Street. Mr. Berg reported that Amrex Chemical, they would like an exemption from the alternate side parking because there is nowhere for their employees to park. Traffic will look into this and report back. **Hold until Thursday, March 12, 2015 meeting.**

Jackson Street. Ms. Paddick will look at what the study results were. **Due to Ms. Paddick's absence, hold until Thursday, March 12, 2015 meeting.**

Vestal Avenue and Pennsylvania Avenue intersection. Item complete.

Leroy Street and Oak Street Intersection. Mr. Berg reported that Councilwoman Rennia receives a lot of calls about this intersection and that people would like to have the have the light re-installed. Traffic will look into this intersection and determine whether a traffic light is needed; they will report back at the March meeting. **Hold until Thursday, March 12, 2015 meeting.**

13 Telegraph Street. Mr. Daniel Seidel is requesting the removal of a Handicapped Parking Zone in front of 13 Telegraph Street as the owner is deceased. Traffic reported the following:

"The Traffic Division received a text message from Mr. Daniel Seidel, 17 Telegraph Street requesting the removal of the Handicapped Parking Zone in front of 13 Telegraph Street as the owner is deceased. Mr. Seidel also included a copy of the obituary notice for the former occupant, William Scull, from November, 2014. The Traffic Division responded to the above location and observed a for sale sign in front of that residence. It also appeared that no one occupied that address at this time. An attempt to contact any occupant of that location was made by the listed phone directory number and was alerted that the number, 607-724-7414, is no longer in service. A further attempt was made to a phone listing for a son named in the obituary notice as William Scull, Jr. of Endwell at 607-745-7083, with a notice that nobody was available at that time. The Traffic Division, finding that with the original requestor for a handicapped parking zone at that address deceased and no occupant at that address with a need for handicap access, request that the zone be removed as follows:

Delete: Section 22.3A.2 Handicapped Parking Zone Telegraph Street – East – From 30 south of Evans Street to 52 feet south."

Motion to remove Handicapped Zone in front of 13 Telegraph Street.

Moved by W. Yeager, seconded by B. Berg

Motion carried. (Vote 3-0-1)

Ayes: J. Kraham, B. Berg, W. Yeager

Nays: None Absent: G. Holmes

Addison Court. Mr. Jon Stento of 16 Addison Court is requesting that a No Parking Anytime zone be inserted on Addison Court at the dead end. He indicated that motorists routinely park at the dead end making it difficult for homeowners to access or leave their driveways, as well as disrupt emergency vehicle access, garbage pick-up and snow removal. Traffic reported the following:

"The Traffic Division received the attached email request from Jon Stento, 16 Addison Court, requesting that a No Parking Anytime zone be inserted on Addison Courte at the dead end. Mr. Stento indicated that motorists routinely park at that dead end making it difficult for home owners to access or leave their driveways, as well as disrupt emergency vehicle access, garbage pick-up and snow removal. Mr. Angelo stated that a No Parking Anytime sign is attached to the guard rail at the end of the street but it is not complied with. The Traffic Division, upon responding to that location to review the request, found no vehicles parked in the area of concern. It did observe several homes on the east side of the street with driveways parallel to each other but spaced at less than an adequate parking space between them. It also observed a fire hydrant on the east side of the dead end in front of 16 Addison Court that would need access by the fire department in an emergency. A No Parking Anytime sign was attached to the guard rail at the dead end that was not listed in the CITY TRAFFIC CODE and if listed was posted inadequately for enforcement. The appropriate height for the signage is 10 feet from the base of the sign to the roadway. The Traffic Division therefore recommends that the Traffic Code be amended as follows:

INSERT: Section 23 - No Parking Anytime Zone Addison Court – Dead End – beginning on the east side of the street at a point

97 feet north of the dead and continuing south to and including the south end of the street around to west side of the street ending 30 north of the dead end."

Motion to insert No Parking Anytime Zone Addison Court - Dead End.

Moved by B. Berg, seconded by W. Yeager

Motion carried. (Vote 3-0-1)

Ayes: J. Kraham, B. Berg, W. Yeager

Nays: None

Absent: G. Holmes

Mary Street and Sherwood Avenue. Ms. Marcia Huntoon of 152 Mary Street is requesting a barrier or guide rail to protect her property at the corner of Mary Street and Sherwood Avenue. She indicated that the request is based on numerous accidents and near accidents at that location. Traffic board requested additional follow-up with Ms. Huntoon. Traffic will speak with her about her request and report back. Hold until Thursday, March 12, 2015 meeting. Traffic reported the following:

"The Traffic Division submitted the attached correspondence from Franco Incitti, Senior Engineer, City of Binghamton, for a Marcia Huntoon, 152 Mary Street, requesting a barrier or guide rail to protect her property at the corner of Mary Street and Sherwood Avenue. Ms. Huntoon indicated in the correspondence that the request is based on numerous accidents and near accidents at that location. City Engineer Incitti suggest an additional stop sign on the north east corner for Sherwood Avenue as a solution. The Traffic Division responded to that intersection to review the terrain. Mary Street and Sherwood Avenue is a two way stop intersection for north bound and south bound traffic on Mary Street. Sherwood is a steep grade up and down through street for east and west bound traffic. There is an adequate line of sight for the north and south bound traffic to observe through traffic. 152 Mary Street is a home on the north west corner of that intersection that sits lower than the street.

The Traffic Division, upon reviewing reported incidents at that intersection from January 1, 2012 to present date, found no reports on file of any traffic incidents. A further review of 152 Mary Street individually found two reports concerning this address. The first report, January 16, 2014, involved a south bound vehicle on Mary Street veering off the road and crossing over her property and continuing through to Sherwood Avenue. The second report, originally reported as an accident on February 15, 2014, involved an abandoned vehicle stuck in a snow bank on Mary Street. No direction of travel or damage listed. No accident involved. The Traffic Division therefore upon finding no incidents at that location to support the need of a barrier recommends that none be inserted. It also finds no basis to insert an additional stop control for the east bound traffic as suggested by the city engineer

Adjournment.

Motion to adjourn at 10:24 a.m.

Moved by B. Berg, seconded by W. Yeager **Motion carried.** (Vote 3-0-1)

Ayes: J. Kraham, B. Berg, W. Yeager

Nays: None

Absent: G. Holmes

§ 265-6. Rental registration established. [Amended 12-19-2011 by Perm. L.L. 11-4; Amended 6-6-2012 by Perm. Ord. 12-40; Amended 4-3-2013 by Perm Ord. 13-27; Amended 12-4-2013 by Ord. 13-96].

A. Intent. In order to properly administer and inspect residential rentals in the City of Binghamton, the City hereby creates a Rental Registration Program for all "Rental Property" and "Rental Units" as defined below, except for a "Dwelling, Two-Unit," Rental Properties (i.e. two-family houses) where one unit is occupied by the Owner.

B. Definitions.

- (1) Whenever the words "Dwelling", "Dwelling Unit", "Premises" and "Structure" are used in this section, they shall be construed as though they were followed by the words "or any part thereof".
- (2) Whenever the phrase "any provision of this Chapter" is used in this section, it shall be construed as though it was followed by the words "or any rule or regulation adopted pursuant thereto."
- (3) As used in this section, the following terms shall have the following meanings:

BEDROOM – Any room or space used or intended to be used for sleeping purposes, including, but not limited to, any room with an adequate area to accommodate a bed and other furniture associated with a bedroom; privacy (e.g., a door); an emergency exit (e.g., a window); and may include a closet (a closet implies a bedroom, although lack of a closet does not preclude any room or space from being considered a bedroom if it meets the other criteria).

DWELLING or DWELLING UNIT -

- (a) A building or portion thereof which meets the following criteria:
 - [1] Designed, used or intended to be used exclusively as year-round and complete living quarters for one family or household.
 - [2] Provides cooking and bathroom faculties and an independent entrance from the outside or from a common hall or entryway.
 - [3] Meets applicable requirements of the New York State Uniform Fire Prevention and Building Code.
- (b) For purposes of this section a "Dwelling" includes a Dwelling, Earth Sheltered; Dwelling Manufactured Home; Dwelling Modular; Dwelling, Multi-Unit; Dwelling, One-Unit; Dwelling, Townhouse; Dwelling, Two-Unit; as those terms are defined in § 410-5.
- (c) For purposes of this section a "Dwelling" does not include a Hotel, Motel, Rooming House, Dormitory, Fraternity, Sorority, Mobile Home, Tourist Home or similar building, as those terms are defined in § 410-5.

LOCAL AUTHORIZED REPRESENTATIVE – A person (or entity) designated by the Owner to manage Real Property or Rental Unit(s). The Local Authorized Representative may be an Owner or a third party. The Local Authorized Representative must maintain a home or business address in Broome County or a contiguous county in New York. The Local Authorized Representative shall be authorized to conduct all business related to the Rental Property or Rental Units(s) and is authorized to accept service of all notices regarding any action or proceeding.

OWNER – Any person who, alone or jointly or with others: (1) shall have legal title (including through a land contract) to any Dwelling or Dwelling unit, with or without accompanying possession thereof, or (2) shall have charge, care or control of any Dwelling or Dwelling unit as either Owner or agent of the Owner, or as executor, executive, executrix, administrator, administratorix, trustee, or guardian of the estate of the Owner. Any person thus representing the actual Owner according to the definition provided shall be bound to comply with the provisions of this section to the same extent were he or she the Owner.

RENTAL PROPERTY - The physical structure wherein one or more Rental Units are located.

RENTAL UNIT – Any Dwelling used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes .

C. Registration required.

- (1) Every Owner of a Rental Property or Rental Unit(s) is required to register each Rental Property/Rental Unit(s) and pay all fees in accordance with this section, except, (i) the Owner of a Two-Unit Dwelling where the Owner occupies one such Dwelling Unit: (ii) the Unites States, State of New York, Broome County or the City of Binghamton, (iii) any Mortgagee in a foreclosure proceeding pending sale, unless such Mortgagee is collecting rents for the Rental Property/Rental Unit, or (iv) any property registered as a vacant property pursuant to § 265-14.
- (2) The Owner will complete and file with the City Clerk a Rental Registration Application. The Rental Registration Application shall include, but shall not be limited to, the following information for the Rental Property/Rental Unit(s):
 - (a) Street address and Tax Parcel Identification Number
 - (b) Ownership information, including the Owner's name, home or business address (post office boxes are not acceptable), telephone number, and email address. If the Owner is a general or limited partnership, limited liability company, or corporation, the Rental Registration application must include the names, home or business addresses, telephone numbers and email addresses of all of the partners, managers, members, or officers.
 - (c) Rental Property Information:
 - [1] Number of Rental Units;
 - [2] Number of bedrooms in each Rental Unit:
 - [3] Number of bathrooms in each Rental Unit;
 - (d) A statement, list or dates of any certificates of occupancy, building permits, certificates, and/or approvals in the Owners' possession authorizing the number of Rental Units, bathrooms, bedrooms and structural medications or additions at the Rental Property. The City may request copies of such documents.
 - (e) The Application will include an opportunity for the Owner to consent to a Triennial Inspection, as provided in § 265-6.I. below. If the Owner elects not to consent to such Triennial inspection, the application will advise the Owner that the City may apply for a warrant for such inspection.
 - (f) The Owner must designate a Local Authorized Representative.

 Notwithstanding the foregoing, any partner, manager member, or officer, listed in section "(b)" above is authorized to accept service of any notices regarding any action or proceeding.
- (3) A separate Rental Registration Application must be submitted for each Rental Property.
- (4) Incomplete Rental Registration Applications shall not be accepted and will be returned to the Owner by the City Clerk.
- D. Fees. The Owner will pay a Rental Registration fee in the amount of fifty (\$50) dollars for up to two Rental Units and twenty-five (\$25) dollars for each additional Rental Unit. The Rental Registration fee is non-refundable. The fee for the initial inspection, see \$265-6.J(6) below, shall be included in the Rental Registration Application fee
- E. Record of Rental Registration.
 - (1) Upon compliance with this section and the payment of all fees, the City Clerk shall issue a Record of Rental Registration. The issuance of a Record of Rental Registration confirms that the Rental Property/Rental Unit(s) has been registered. The Record of Rental Registration shall state in bold print:

This Record of Rental Registration is subject to confirmation of all registration information with public records, a health and safety inspection, and compliance with all building and zoning laws and regulations. Upon compliance with all the foregoing, the City will issue a Certificate of Compliance. The City shall maintain a database providing such information for each Rental Property/Rental Units.

- (2) The Record of Rental Registration will be valid for three (3) years from the last day of the month it is issued. The Owner must re-apply and pay the required fee for a Record of Rental Registration every three (3) years. Notwithstanding the foregoing, any Rental Property/Rental Unit which has received a Record of Rental Registration prior to April 1, 2015, will be valid for three years until March 31, 2018.
- (3) The Owner must post the Record of Rental Registration, or a photocopy thereof, in at least one common area accessible to all tenants.
- F. Confirmation, revocation and modification.
 - (1) If the information in the Rental Registration Application is (i) not consistent with existing conditions (ii) not consistent with public records, (iii) the Rental Property/Rental Unit(s) do not pass a health and safety inspection, or (iv) the Rental Property/Rental Unit(s) is denied a Certificate of Compliance after review of applicable building and zoning laws and regulations, the City Clerk may revoke the Record of Rental Registration. Prior to revocation, the City will give the Owner written notice of the violation and an opportunity to cure such violation within ninety (90) days.
 - (2) Notwithstanding the foregoing, nothing herein shall limit the Office of Building Construction, Zoning and Code Enforcement from issuing a notice of violation for building and zoning laws and regulations and prosecuting same pending such ninety (90) days.
 - (3) Revocation of a Record of Rental Registration shall constitute a violation of this Ordinance.
 - (4) A Record of Rental Registration or the public record may be modified if it is determined that a discrepancy between the existing conditions and the public record is a clerical error.
- G. Change of Owner information or ownership.
 - (1) The Owner shall notify the City Clerk in writing if there is a change in Owner contact information or a change in the Local Authorized Representative within thirty (30) days of said change.
 - (2) The Record of Rental Registration is not transferable. If the Rental Property is transferred, the new Owner must submit a complete Rental Registration Application within thirty (30) days of the date the deed transfer is recorded with Broome County. A new Record of Rental Registration will be issued for the term remaining on the existing Record of Rental Registration Permit.
 - (3) Failure to notify the City Clerk of either a change of ownership information or change of ownership shall constitute a violation of this Ordinance.
- H. Implementation, effective dates.
 - (1) This section shall be effective beginning May 1, 2013, for the Urban Overlay District as described in Local Law No. 5 of 2011 Permanent No. LL11-5 adopted on December 19, 2011. Owners in the Urban Overlay District must register their Rental Property/Rental Unit(s) as required by this section on or before September 30, 2013.

- (2) This section shall be effective beginning April 1, 2015, for all other zoning districts in the City. Each Owner must register Rental Property/Rental Unit(s) as required by this section on or before such deadlines as the City Clerk may provide by dividing notices to register by zoning districts, water districts, or such other mechanism to provide for an orderly initial registration process through December 31, 2015.
- (3) Subsequent to the initial registration process as required in paragraphs (1) and (2) above, the Record of Rental Registration will be valid for three (3) years from the last day of the month it is issued and must be renewed as required by § 265-6.E.(2) above.

I. Triennial Inspections

- (1) In addition to the inspections required by § 265-3, Inspection of Dwellings, the Owner of a Rental Property/Rental Unit(s) may request an inspection to obtain a Certificate of Compliance. subject to this section are to be inspected at least once every three (3) years.
- (2) Inspections will be consistent with the NYS Uniform Fire Prevention and Building Code and will also include an inventory of Rental Units, bathrooms, bedrooms, and other improvements, alterations, or structures for comparison with public records and zoning compliance.
- (3) Nothing herein relieves an Owner from obtaining required permits or approvals for any improvements, alterations, or structures and from complying with zoning and other applicable laws. The NYS Uniform Fire Prevention and Building Code inspection is for health and safety issues only. Such inspection is not an approval of any improvements, alterations, or structures constructed without a building permit. Such inspection does not constitute compliance with the Zoning Ordinance of the City of Binghamton. Until all building and zoning issues, including compliance with functional family, are resolved no Certificate of Compliance will be issued.
- (4) Upon confirmation of consistency with public records, compliance with all health and safety, building and zoning laws and regulations, the Office of Building Construction, Zoning and Code Enforcement will issue a Certificate of Compliance.
- (5) The results of the NYS Uniform Fire Prevention and Building Code inspection and Certificates of Compliance will be maintained on a database for each Rental Property/Rental Unit(s).
- (6) There is no fee for an initial inspection. fee for the initial inspection is included in the Rental Registration fee. If a violation is noted at the initial inspection, the Owner shall have an opportunity to remedy such violation by the next inspection. If the violation is not remedied by the second inspection, then a fee in the amount of \$50 will be charged for each additional inspection. If an Owner, Local Authorized Representative, or tenants fails to appear for a scheduled inspection, then a fee in the amount of \$50 will be charged for each additional inspection. If an Owner fails to pay the fee for additional inspections within thirty (30) days after written demand for same, then such amount shall be a lien against the Rental Property and may be collected in the same manner as real property taxes. [The City should add this same provision for all inspections when Code has to come out more than once]
- J. Violations. It shall be a violation of this Ordinance (i) if the Owner fails to register any Rental Property/Rental Unit(s); (ii) a Record of Rental Registration is revoked; or (iii) the Owner fails to notify the City Clerk of any change in ownership information or ownership; then any person or entity convicted of such violation will be liable for a fine of \$250, plus payment of the fees for Rental Registration and

inspection, if any, for a first offense; \$500, plus payment of the fees for Rental Registration and inspection, if any, for a second offense within one year of the first offense; and \$1,000, plus payment of the fees for Rental Registration and inspection, if any, for each offense thereafter within one year of the first offense. Each violation for each Rental Property shall constitute a separate offense.

Legislative Branch

RL Number: 15-62
Date Submitted: 3/16/15

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by	Charles Pearsall		
Title/Department:	Business Manager, Binghamton	Johnson City Join	t Sewage Treatment Facility
Contact Information:	cpearsall@stny.rr.com, 607-217-		
	RL Informat	ion	77
Proposed Title:	Transfers to cover BAF Legal and	Professional Sen	vices for 2014 BJCJTB
Budget			, , , , , , , , , , , , , , , , , , , ,
Suggested Content:	Transfer \$27,559.85 to J8130.544	l30.J0BAF Legal S	Services - BAF and transfer
\$34,266.39 to J8130.54	410.J0BAF Professional Services		
Chemicals line.		The second secon	
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	Additional Infor	nation	
Does this RL concern gr	ant funding?	Yes □	No 🛮
If 'Yes', is the required	RL Grant Worksheet attached?	Yes 🗆	No 🗆
	related to the RL attached?	Yes m	No 🗆
Is RL related to previous		Yes □	No 🗆
	Permanent Ordinance/Resolution/I		
			(S):
Mayor:	OFFICE USE ON	ILY	
Comptroller:	**************************************		
Corporation Counsel:			
Finance F Planni	ng 🗆 MPA 🗆 PW/Parks 🗆	Employees 🗆	Rules/Special Studies



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901

607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller c/o Board of Estimate and Apportionment 38 Hawley Street Binghamton, NY 13901

Binghamton, NY 13901		
		Date: 03/16/2015
I respectfully request the below descri	ibed transfer of funds due to the following	g reasons:
Insufficient 2014 Budget Appropriation	ns to cover Binghamton Lead Agency leg	gal fees in the BAF project
•		
From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
J8130.54150 Chemicals	J8130.54410.J0BAF Prof. Svs - BAF	\$34,266.39
J8130.54150 Chemicals	J8130.54430.J0BAF Legal Svs - BAF	\$27,559.85
I do hereby certify that the funds will transfer to be made. Signature:	not be needed in the budget line from wh	ich I am requesting this Date: 03/16/2015
	OFFICE USE ONLY	
I hereby certify that the above funds are u	nencumbered and available for Transfer. Cer	tified by the Comptroller.
Signature:		Date:
I hereby certify that the above described f Binghamton Chapter 9, Appropriations. C	unds have been transferred, in accordance wi Certified by the Treasurer.	th the Code of the City of
Signature:		Date:
Transfer of funds APPROVED □ / DENI Estimate and Apportionment.	ED □ on Certified by the	e Secretary of the Board of
Signature:		Date:
Transfer of funds reviewed by the Bingha	mton City Council Finance Chair. Recommen	ndations to be attached.
Signature:		Date:

PROPOSED LEGISLATION WORDING

RESOLUTION

entitled

AN ORDINANCE AUTHORIZING TRANSFERS IN THE 2014 BJCJSB BUDGET TO COVER LEGAL AND PROFESSIONAL SERVICES CHARGES RELATING TO THE BAF PROJECT.

WHEREAS, the Board of Trustees of the Village of Johnson City and the Council of the City of Binghamton jointly approve the annual budget of the Binghamton-Johnson City Joint Sewage Board ("JSB"); and

WHEREAS, Inter-Municipal Agreement No. X sets forth the procedure for the JSB to request approval of budget transfers and modifications during the year or within 30 days thereafter so long as any transfers do not increase the JSB's budgeted expenses for the year; and

WHEREAS, the JSB has complied with the IMA-X procedure, and it is appropriate to modify the JSB's budgets by making the budget transfer, which transfers will not affect the overall amount of the JSB's 2015 Capital budget and fund balance,

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby resolve as follows:

Reduce appropriations on the Chemicals expense line by \$61,826.24

Increase the appropriated budget on line J8130.55410.J0BAF Professional Services - BAF by \$34,266.39

Increase the appropriated budget on line J8130.55430.J0BAF Legal Services - BAF by \$27,559.85

Directs the Binghamton Comptroller/Board CFO to make the necessary transfers within the Joint Sewage 2014 Capital Budget. Note that the \$34,266.39 amount is a contractual 3% owed on settlements to the NFA and may require booking a reserve until the claim and check be processed.

Charles Pearsall
Business Manager
Binghamton-Johnson City Joint Sewage Board
03/16/2015

Index No.: 2011001832 BJCJ Sewage Board vs C&S Engineers, Inc. et al.

INVOICE August 9, 2014

SUBMITTED TO:

Hinckley Allen

30 South Pearl Street, Suite 901

Albany, NY 12207-3492

p: 518-396-3120 | f: 518-396-3121

ATN: James J. Barriere, Esq. jbarriere@hinckleyallen.com

SUBMITTED BY:

Clifford W. Randall, PhD, DistM.ASCE, HonM.AAEES Wastewater Treatment Consultant - SS #: 405-46-1734

1302 Crestview Drive SE

Blacksburg, VA 24060

cliff@vt.edu

SCOPE OF SERVICES: A trip to the City of Binghamton on July 23-24 to attend and participate in interviews of three engineering firms that submitted qualifications in response to the RFQ issued by the BJC Joint Sewage Treatment Board, and a continuation of efforts to secure a BioStyr BAF pilot plant investigation to be conducted by the Kruger Corporation under the supervision of the selected engineering firm and the Advisor Team. Office work consisted of evaluating the existing components of the BJCJSTP, particularly the primary clarifiers, review of proposal documents for the proposed pilot plant investigation by Kruger, literature reviews of BioStyr designs and experience at other STP locations, reviews of potential BioStyr designs for possible utilization at the BJCJSTP, and reviewing and replying to general correspondence.

FEES: 58.5 hours @ \$250.00 per hour

\$14,625.00 MMZ

Date	Hours	Date	Hours	Date	Hours
July 3, 2014	4.0	17	2.0	24	16.5
7	1.5	18	1.5	25	1.0
8	1.0	21	4.5	26	2.0
14	1.5	22	3.0	27	2.0
16	2.0	23	12.5	28	2.5
				30	1.0

EXPENSES INCURRED

\$ 3,543.65/19

Trip from Blacksburg, VA to Binghamton, NY and Return, July 23-24, 2014

Airfare: ROA to SYR & Return \$1,049.20
Hertz Car Rental, Philly to Binghamton to SYR (Mileage Charge) 245.20
Hotel, Binghamton 159.95
80 miles, B'burg to ROA & Return @ \$0.56/mi. 44.80
Parking @ ROA 27.00

Per Diem: 1.5 days Binghamton, N.Y.

<u>67.50</u>

Trip Total

\$1,593.65

Engineering Computation and Computer Assistance

\$1.950.00 MR

Index No.: 2011001832 BJCJ Sewage Board vs C&S Engineers, Inc. et al.

TOTAL DUE for JULY, 2014



Please make Check payable to Clifford W. Randall and forward to address given above, or transfer electronically to bank @ 051402220 1258427

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Cale teament : Storder, July 21, 2014



Trip details

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See nest page

http://shopping.uselrvays.com/flights/PrintVlewDatelts.aspx

7/21/2014

US Airwaya | Airline tickets, vacations & business flights

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HOMEWOOD SUITES BY HILTON'

3603 Vestal Parkway East • Vestal, NY 13850 Phone (607) 296-4800 • Pax (607) 296-4801 Reservations www.homewandraties.com of 1-800-CALL-HOMF&

Name & Address

RANDALL, CUFFORD 418 DURHAM

BLACKSBURG, VA 24061 US Suite Arrival Date Departure Date

201/KHWN 7/23/2014 11:19:00PM 7/24/2014

Adult/Child Room Rate

1/0 141.55

RATE PLAN HH# 310244399 BLUE AL: US #1893344 CAR:

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CONFIRMATION NUMBER: 83987119

7/24/2014 PAGE

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Index No.: 2011001832 BJCJ Sewage Board vs C&S Engineers, Inc. et al.



The Charles Edward Via, Jr. Department of Civil And Environmental Engineering

Dr. Clifford W. Randall, Emerius Professor Environmental Engineering Program 418 Durham Hall Blacksburg, Virginia 24061-0246 (540) 231-6018 Fax: (540) 231-7916

December 2, 2014

James J. Barriere, Partner Hinckley Allen 30 South Pearl Street, Suite 901 Albany, NY 12207-3492 p: 518-396-3120 | f: 518-396-3121 Jbarriere@hinckleyallen.com

RE: Invoice for Consultant Services-Month of November, 2014

Village of Johnson City, City of Binghamton and Binghamton-Johnson City Joint Sewage Board v. C&S Engineers. Inc., et al.

Index No.: 2011001832

Dear Mr. Barriere, Esq.:

Enclosed is an invoice for consulting services provided during the month of November, 2014 towards the construction and restoration of the BJCJSTP to full treatment service, Activities this month included a Nov. 23-25 trip to Binghamton, NY, to review Pilot Plant construction and operation progress with Kruger and STP managers, and to attend Design and Construction Workshop No. 3, organized and conducted by GHD and R.L. Richards Consulting Engineers for the purpose of deciding upon the BAF configuration and its permissible cost. Additionally, I participated in a cost preview conference call presided over by John LaGorga of GHD on Nov. 20, and a Pilot-Plant conference call on Nov. 26 organized and conducted by Kruger, Inc. Both Cathy Young and Gene Hulbert participated in these meetings and conference calls..

Please let me know if you need further explanation or documentation of the fees and expenses specified in this invoice.

Yours truly.

Clifford W. Randall, PhD, DistM.ASCE, HonM.AAEES

Wastewater Treatment Consultant

Index No.: 2011001832 BJCJ Sewage Board vs C&S Engineers, Inc. et al.

INVOICE December 2, 2014

SUBMITTED TO:

Hinckley Allen

30 South Pearl Street, Suite 901

Albany, NY 12207-3492

p: 518-396-3120 | f: 518-396-3121

ATTN: James J. Barriere, Esq. jbarriere@hlnckleyallen.com

SUBMITTED BY:

Clifford W. Randall, PhD, DistM.ASCE, HonM.AAEES Wastewater Treatment Consultant - SS #: 405-46-1734

1302 Crestview Drive SE

Blacksburg, VA 24060

cliff@vt.edu

SCOPE OF SERVICES: The November consulting activities included a trip to Binghamton, NY, encompassing Nov. 23-25, to attend Workshop No. 3 plus an on-site review of Pilot-Plant construction and operation progress. Additionally, the consultant participated in two conference calls, one on Nov. 20 to discuss projected costs for the optional configurations of the Biostyr BAF processes, and a second one on Nov. 26 to discuss the operation and monitoring of the Biostyr Pilot-Plant. Additional activities included pretreatment process discussions with Dr. Charles Bott of the Hampton Roads Sanitation District, Virginia Beach, VA, discussions with Kruger personnel, and routine email communications for planning and travel purposes.

FEES: 40.0 hours @ \$250.00 per hour

\$ 10,000,00 MA

November, 2014

DATE	Hours	DATE	Hours
20	7.0	25	11.0
23	11.0	26	1.0
24	10.0		

EXPENSES INCURRED

\$ 1,332.46 UM

Personal Auto, Blacksburg, VA to ROA: 80 miles@\$	0.555/mi. \$ 44.40
Airline Fare, ROA to BGM to TYS, TN	782.70
Rental Car, BGM Airport	142.50
Lodging @ Vestal, NY	227.86
Per Diem (3 days @ \$45/day	135.00

TOTAL DUE for NOVEMBER, 2014

\$ 11.332.46 CMA

Please make Check payable to Clifford W. Randall and forward to address given above, or transfer electronically to bank @ 051402220 1258427

Home Login

English

Search sa.com

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American Airlines

Plan Travel

Travel Information

AAdvantage



Thank you for making your reservation on AA.com!

Are you ready to earn miles on this flight? AAdvantage members use their miles for flights, hotels, cars

MON MOL

Note: This is not your receipt. You will be receiving your itinerary confirmation along with your receipt soon. You may print your illnerary & receipt directly from aa.com once the status is updated from "Ticket Panding" to "Ticketed".

Roanoke to Binghamton/ Endicott/ Johnson City

Sunday November 23, 2014 - Tuesday November 25, 2014

Your Trip Price:

\$782,70 USD

AA Record Locator

EFQQZD

Reservation Name

ROA/CLT

Your record locator is your reservation confirmation number and will be readed to reineve or reference your meavement.

US Alrways Record Locator

DM9TTY

Flight Depart

Arrive

American Alrlines 5192

Operated by US Alreays Express-

November 23, 2014 02:29 PM

Travel Time : I h S m Cobin Class . Economy Seal unuseigned

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Charlotte (CLT) November 23, 2014 03:34 PM

Boolday Code . H Plano Typo: CRJ

Taxes & Carrier-Imposed

Foss

Fare Amount

1 × \$692,10 USD

American Airlines

830 Operated by US Airw ays

Charlotte (CLT) November 23, 2014 05:25 PM

Travel Tine . 1 h 35 m

Cabin Class , Economy Seal . unassigned

Cabin Class : Economi

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Philadelphia (PHL)

November 23, 2014 07:00 PM

Booking Code H Plane Type . 762

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Carrier-Imposed Fees

\$90.60 USD \$0.00 USD

\$602.10 USD

American Airlines

Operated by US Asweys Express

4826

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Philadelphia (PHL) November 23, 2014 08:29 PM

Travel Ting : 1 h 2 m

November 23, 2014 09:31 PM

Binghamton/ Endicott/ Johnson City

Booking Code H Flans Type · DHS Flight Subtotal

\$782.70 USD

Flight

Depart

Arrive

Delta Air Lines

DL 4262 Binghamton/ Endicott/ Johnson City

(BGM) November 25, 2014 05:15 PM

Detroit (DTW) November 25, 2014 06:53 PM

Travel Time : 1 h 36 m Cabin Class : Economy Booking Code H Plane Type: CRJ

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Delte Air Lines

Operated by Delte Air Lines

DL 4096 Operated by Dalla Air Lines Detroit (DTW)

Cabin Class: Enonomy

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November 25, 2014 07:47 PM Trevel Time: 1 h 37 m

Knoxville (TYS) November 25, 2014 09:24 PM

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Baggage Information

https://www.aa.com/reservation/editCreditCardSubmit.do?selectedTab=tabs-oredit



Print this page for your records

Thanks for Traveling at the Speed of Hertz***, CLIFFORD RANDALL!

Your Confirmation Number is: G3950922098

If you have prepaid for your rental, don't forget to bring the same credit card you used to PrePay when you pickup your car.

We emailed a copy of this confirmation to cliff@vt.edu

Service Type: Gold Counter Mobile Gold Alerts are available at this location.

Your Itinerary

Pickup Time

Sun, Nov 23, 2014 at 09:30 PM

Return Time

Tue, Nov 25, 2014 at 04:30 PM

Pickup and Return Location

Binghamton Regional Airport

Address

2534 Airport Road

Suite 19

Binghamton (Johnson City), NY US 13790-0019

Hours of Operation

Mon-Fri 7:00am-12:00am

Sat 8:00am-8:30pm

Sun 9:00am-12:00am

Location Type

Corporate

Phone Number

607-729-6115

Fax Number

607-729-9105

Discounts

CDP: USAA

Official Travel

Contract Rate Applied

Arrival/Flight Information

Airline: US Airways

Flight: 4826

Your Car



Intermediate 2 or 4 dr., ICAR (C) Toyota Corolla or similar

Payment Method Pay Later

Discounts

CDP Name: USAA	•
Rate Details	
2 days at 54,00 USD	108.00 USD
Airport concession fee recovery	12.00 USD
Customer Facility Charge	5,00 USD
included	
Unlimited Free Miles Included	
Vehicle Subtotni	125,00 USD
Taxes	17.50 USD
Total	142.50 USD
Optional Information	
Available Optional Items at the Counter	
Liability Insurance Supplement	
daily	12,95 USD
Loss Damage Waiver	
daily	9.00 USD
Personal Accident Insurance / Personal Effects Coverage	
daily	3.95 USD
Premium Emergency Roadside Service	
	4 AA 75000
daily	6.99 USD

Rate is subject to change

Warning Messages

- RENTERS UNDER 25 YEARS OF AGE CHECK POLICY FOR EXCEPTIONS
- · Minimum Age 25 outside US Exceptions may apply
- GOLD SERVICE CONFIRMED PLEASE PROVIDE FLIGHT INFO
- · RATE MAY BE SUBJECT TO VERIFICATION OF ID
- · MOBILE GOLD ALERTS AVAILABLE AT THIS LOCATION

Rental Terms and Conditions

'Total' does not include any additional items you may select at the location or any costs arising from the rental (such as damage, fuel or road traffic charges). For renters under the age of 25, may apply, and are payable at the location.

Please note that at time of rental you will need to present (1) a current driver's license and (2) a valid credit or charge card. At the time of rental, an authorization hold will be secured on the credit / debit card provided, to cover the estimated rental charges and any additional charges that may be incurred. These funds will not be available for your use. Applicant Program renters are not required to present a credit card at the time of rent. Hertz locations also accept most, but not all, debit cards. Use of debit card to rent a vehicle is subject to a review of credit history and the ability to present a driver's license and other form of identification in the renter's name. A few locations do not accept debit cards at time of rental. If you have questions about the acceptability of your form of payment, call

https://www.hertz.com/rentacar/templates/reservation/confirmation/confirmationPrint.jsp... 11/20/2014



Homewood Suites by Hilton Binghamton/Vestal, NY

3603 Vestal Parkway East, Vestal, New York, 13860, USA +1-807-296-4800

Reservation Confirmation #80223138

Hotel		Stay Information	
Homewood Suites by Hilton Binghamton/Vestal, 3603 Vestal Parkway East Vestal, New York 13850 USA	NY	Arrival: Departure:	Sunday, 23 Nov 2014 Tuesday, 25 Nov 2014 1 room for 2 nights
Phone: +1-807-296-4800		inquire about early o	ot be guaranteed. Contact the hotel to heck-in or late check-out. Hotel check-in check-out is at 12:00 pm.
Room and Plan Selection	***	Guest Informatio	n
Room: 1 adult 1 KING BED STUDIO SUITE NONSMOKING Price (1 night x 98.10) Price (1 night x 103.55) Taxes Room Subtotal AARP Total for stay:		preferences have	Dr. Clifford Randall 310244399 Home On file On file On file S. Non-smoking, 2 Beds. Your been submitted with your reservation
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		Date type:	MasterCard

Card number:

Expiration:

*********4131

May 2017

Index No.: 2011001B32 BICJ Sewage Board vs C&S Engineers, Inc. et al.



The Charles Edward Via, ir. Department of Civil And Environmental Engineering

Dr. Clifford W. Randall, Emerina Professor Environmental Engineering Program 418 Durham Hall Blacksburg, Virginia 24061-0246 (540) 231-6018 Fau: (540) 231-7916

January 7, 2015

James J. Barrierc, Partner Hinckley Allen 30 South Pearl Street, Suite 901 Albany, NY 12207-3492 p: 518-396-3120 [ft 518-396-3121]barriere@hinckleyallen.com

RE: Invoice for Consultant Services-Month of December, 2014

Village of Johnson City, City of Binghamton and Binghamton-Johnson City Joint

Sewage Board v. C&S Engineers, Inc., et al.

Index No.: 2011001832

Dear Mr. Barriere, Esq.:

Enclosed is an involce for consulting services provided during the month of December, 2014 towards the construction and restoration of the BJCJSTP to full treatment service, activities this month included a December 9-10 trip to Binghamton, NY, to review and observe Pilot Plant operating procedures with Kruger staff and STP managers, and had individual discussions with both. Reviewed the GHD Draft of the Construction Schedule at the request of Gary Holmes. Discussed the pilot plant project with Kruger personnel and inquired about techniques for data acquisition and sample analysis, ways to ensure and confirm data accuracy, goals as perceived by Kruger, and the time table for completion of the project. Reviewed and commented on reports produced by GHD, including the Recommended Alternatives Discussion Document and the Draft Restoration and Rehabilitation Engineering Report.

Please let me know if you need further explanation or documentation of the fees and expenses specified in this invoice.

Yours truly.

Clifford W. Randall, PhD, DistM.ASCE, HonM.AAEES

Wastewater Treatment Consultant

Index No.: 2011001832 BJCJ Sewage Board vs C&S Engineers, Inc. et al.

INVOICE January 7, 2015

SUBMITTED TO:

Hinckley Allen

30 South Pearl Street, Suite 901

Albany, NY 12207-3492

p: 518-396-3120 | f: 518-396-3121

ATTN: James J. Barriere, Esq. <u>ibarriere@hinckleyallen.com</u>

SUBMITTED BY:

Clifford W. Randall, PhD, DistM.ASCE, HonM.AAEES Wastewater Treatment Consultant: SS #: 405-46-1734

1302 Crestview Drive SR

Blacksburg, VA 24060

cliff@vt.edu

SCOPB OF SERVICES: Activities this month included a December 9-10 trip to Binghamton, NY, to review and observe Pilot Plant operating procedures with Kruger staff and STP managers, and had individual discussions with both. Reviewed the GHD Draft of the Construction Schedule at the request of Gary Holmes. Discussed the pilot plant project with Kruger personnel and inquired about techniques for data acquisition and sample analysis, ways to ensure and confirm data accuracy, goals as perceived by Kruger, and the time table for completion of the project. Reviewed pilot-plant data reports and made comments. Reviewed and commented on reports produced by GHD, including the Recommended Alternatives Discussion Document and the Draft Restoration and Rehabilitation Engineering Report.

FEES: 48.5 hours @ \$250.00 per hour

5 12,125.00 MR

December, 2014

DATE	Hours	DATE	Hours	DATE	Hours
02	2.5	10	12.0	24	1.0
03	2.0	11	2.0	26	2.0
05	4.0	13	1.0	28	2.0
08	2.0	17	2.0	30	4.5
09	5.5	20	1.0	31	4.0

EXPENSES INCURRED

5 4,470.61.*GGA*

Travel

\$ 670.61

Personal Auto: Annapolis, MD to Binghamton, NY, to Blacksburg, VA

818 miles @ \$0.555/mi.

\$453.90

Lodging @ Vestal, NY

149.21

Per Diem, 1.5 days @ \$45.00 per day

67.50

Engineering Evaluation and Analytical Assistance

\$3,800.00

TOTAL DUE for DECEMBER, 2014

\$ 16,595.61 AM

Please make Check payable to Clifford W. Randall and forward to address given above, or transfer electronically to bank @ 051402220 1258427



Name & Address

RANDALL, CLIFFORD 418 DURHAM BLACKSBURG, VA 24061 US 3603 Vestal Parkyny East - Vestal, NY 13850 Phone (607) 296-4800 - Paz (607) 296-4801 Reservations twore humowoodsuites com or 1-800-CALL-HOMEs

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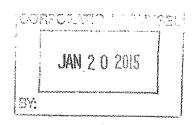
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Hinckley, Allen & Snyder LLP 30 South Pearl Street, Suite 901 Albany, NY 12207-3492 p: (518) 396-3100 f: (518) 396-3101 FEIN: 05-0262309



City of Binghamton Kenneth J. Frank, Esq. City of Binghamton Corporate Counsel 33 Hawley Street, 5th Floor Binghamton, NY 13901

Billing Attorney: 1125 Barriere, James J.

Bill Number:

(P1)997795

Bill Date: 14 Jan 2015

Cut-Off Date: 31 Dec 2014

Client: 069966 Binghamton, City of

Matter: 0161469 AAIC

For Professional Services Rendered:

\$490.00 \$0.00 \$490.00

Client Trust Balance

\$0.00

AR Summary as of 1/14/2015

0 - 30	31 - 60	61 - 90	91 - 120	121+	TOTAL AR
\$490.00	\$33,494.81	\$0.00	\$17,890.00	\$3,941.50	\$55,816.31

Page 2

Bill Number: (P1)997795 Bill Date: 14 Jan 2015

Client: 069966 Binghamton, City of Matter: 0161469 AAIC

Date	Attorney/Paralegal	Description	Hours
04-Dec-2014	Barriere	Confer with T. Hannigan regarding status of settlement payment and release language	0.30
10-Dec-2014	Barriere	Draft T. Hannigan e-mail regarding status of settlement	0.20
16-Dec-2014	Barriere	Draft partial settlement release language and e-mail T. Hannigan	0.80
31-Dec-2014	Barriere	Draft status e-mail to J. Perticone	0.10
		Total Hours	1.40

Page 3

Bill Number: (P1)997795 Bill Date: 14 Jan 2015

Client: 069966 Binghamton, City of Matter: 0161469 AAIC

Disbursements:

Date

Description

Value

Total Disbursements:

Page 4

Bill Number: (P1)997795 Bill Date: 14 Jan 2015

Client: 069966 Binghamton, City of Matter: 0161469 AAIC

Summary of Hours Worked:

Attorney/Paralegal

Hours

Barriere, James J.

1.40

1.40

Hinckley, Allen & Snyder LLP 50 Kennedy Plaza Providence, RI 02903-2319 p: (401) 274-2000 f: (401) 277-9600 FEIN: 05-0262309

City of Binghamton Kenneth J. Frank, Esq. **City of Binghamton Corporate Counsel** 33 Hawley Street, 5th Floor Binghamton, NY 13901

Billing Attorney: 1125 Barriere, James J.

Bill Number: (P1)997795

Bill Date: 14 Jan 2015

Cut-Off Date: 31 Dec 2014

Client: 069966 Binghamton, City of

Matter: 0161469 AAIC

For Professional Services Rendered:

490.00 \$0.00 \$490.00 Total Fees and Disbursements

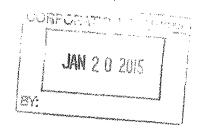
> Please Return This Page With Your Remittance. Amounts Billed and outstanding for more than 45 days from the invoice date are subject to a late charge of 1% per month until payment is received.

Wiring Instructions:

Bank Name: Bank of America Bank Routing #: 026009593 **BOFAUS3N** Swift Code: 010-696-7004 Account #:

Account Name: Hinckley, Allen & Snyder LLP

Hinckley, Allen & Snyder LLP 30 South Pearl Street, Suite 901 Albany, NY 12207-3492 p: (518) 396-3100 f: (518) 396-3101 FEIN: 05-0262309



City of Binghamton Kenneth J. Frank, Esq. City of Binghamton Corporate Counsel 33 Hawley Street, 5th Floor Binghamton, NY 13901

Billing Attorney: 1125 Barriere, James J.

Bill Number:

(P1)997801

Bill Date: 14 Jan 2015

Cut-Off Date: 31 Dec 2014

Client: 069966 Binghamton, City of

Matter: 0161470 v. C&S Engineers, Inc., et al.

For Professional Services Rendered:

Total Fees	\$8,645.00
Total Disbursements	\$6,204.00
Total Fees and Disbursements	\$14,849.00

Client Trust Balance

\$0.00

AR Summary as of 1/14/2015

0 - 30	31 - 60	61 - 90	91 - 120	121+	TOTAL AR
\$14,849.00	\$11,788.26	\$26,577.59	\$18,278.00	\$48,987.47	\$120,480.32

Page 2

Bill Number: (P1)997801 Bill Date: 14 Jan 2015

Client: 069966 Binghamton, City of Matter: 0161470 v. C&S Engineers, Inc., et al.

Date	Attorney/Paralegal	Description	Hours
02-Dec-2014	Sabourin	Teleconference w/ attorney for Falter insurance re: background on case/claim	0.40
02-Dec-2014	Sabourin	Return telephone call to opposing counsel	0.10
04-Dec-2014		Confer with P. Carr regarding options and budget	0.30
04-Dec-2014		Review GHD e-mail with construction options	0.30
05-Dec-2014		Confer with P. Carr	0.20
05-Dec-2014	Barriere	Confer with G. Holmes regarding conference and status	0.20
05-Dec-2014	Barriere	Confer with P. Bruner regarding mediation schedule and protocol	0.50
05-Dec-2014	Sabourin	Plan/prepare email to Bruner re: caption of case and legal counsel for each party	0.50
05-Dec-2014	Sabourin	Teleconference w/ Phil Bruner re: mediation of dispute	0.40
08-Dec-2014	Barriere	Attend meeting with G. Holmes and P. Carr regarding GHD options	0.50
08-Dec-2014	Fisk	Review C. Randall invoice; forward to P. Carr for payment	0.30
09-Dec-2014	Sabourin	Draft and prepare memo re: Falter for mediation prep/support	3.80
09-Dec-2014	Sabourin	Email communication w/ opposing counsel re: discussions w/ Bruner and mediation preparing	0.30
10-Dec-2014	Barriere	Review GHD contract and e-mail comments to J. LaGorga	0.80
10-Dec-2014	Barriere	Telephone conference with P. Barr regarding GHD options and e-mail P. Carr analysis to G. Holmes	0.80
10-Dec-2014	Sabourin	Continue drafting/preparing memorandum in support of mediation re: C&S	5.00
10-Dec-2014	Sabourin	Email communication w/ opposing counsel re: mediation	0.60
15-Dec-2014	Sabourin	Review email requests from opposing counsel; Email counsel re: rescheduling telephone conference to discuss mediation dates/timeline	0.30
15-Dec-2014	Sabourin	Continue pre-mediation memorandum; focus on IDI and associated claims	5.40
16-Dec-2014	Sabourin	Continue drafting/preparing memorandum in support/prep of mediation; focus on IDI	2.10
17-Dec-2014	Sabourin	Continue drafting/preparing memo in support/prep of mediation; focus on IDI's performance bond warranty obligations and insurance coverage	1.10
17-Dec-2014	Sabourin	Continue drafting/preparing memorandum in support/prep of mediation; review Delta; review discovery documents	3.10
17-Dec-2014	Sabourin	Draft/revise email to mediator-Bruner re: rescheduling mediation dates	0.40
17-Dec-2014	Sabourin	Teleconference w/ opposing counsel for IDI re: proposed mediation dates	0.10
17-Dec-2014	Sabourin	Teleconference w/ opposing counsel re: rescheduling mediation	0.40
18-Dec-2014	Sabourin	Draft/revise and submit email to opposing counsel re: revised mediation dates and pre-mediation telephone conference	0.20
22-Dec-2014	Barriere	Telephone conference with G. Holmes and P. Carr regarding repair options, damage claims and practical consideration	0.80
22-Dec-2014	Sabourin	Review and respond to opposing counsel's email re: mediation scheduling	0.30
23-Dec-2014	Sabourin	Email and telephone communication w/ IDI counsel re: mediation scheduling	0.30
29-Dec-2014	Sabourin	Continue memo in prep of mediation; Delta	1.70
29-Dec-2014		Email communication w/ opposing counsel re: confirmation of mediation dates	0.20
29-Dec-2014	1 Sabourin	Draft/revise email to Bruner-JAMS staff re: background of case, contact information for counsel, and fee splitting	1.30
29-Dec-2014	4 Fisk	Confer with opposing counsel's office regarding e-mails and dates	0.20
31-Dec-2014	4 Sabourin	Revise and submit email to JAMS coordinator re: mediation and scheduling	0.20

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Bill Number: (P1)997801 Bill Date: 14 Jan 2015

Client: 069966 Binghamton, City of Matter: 0161470 v. C&S Engineers, Inc., et al.

Total Hours

33.10

Page 4

Bill Number: (P1)997801 Bill Date: 14 Jan 2015

Client: 069966 Binghamton, City of Matter: 0161470 v. C&S Engineers, Inc., et al.

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Disbursements:		
Date	Description	Value
12/10/14	Cash Disbursement - XEROX LITIGATION SERVICES - Invoice 2208355	3,102.00
12/24/14	Cash Disbursement - XEROX LITIGATION SERVICES - Invoice #2212073	3,102.00
Total Disbursements:		\$6,204.00

Page 5

Bill Number: (P1)997801 Bill Date: 14 Jan 2015

33.10

Client: 069966 Binghamton, City of Matter: 0161470 v. C&S Engineers, Inc., et al.

Summary of Hours Worked:	
Attorney/Paralegal	Hours
Barriere, James J. Fisk, Laura Sabourin, Nathan R.	4.40 0.50 28.20

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Hinckley, Allen & Snyder LLP 50 Kennedy Plaza Providence, RI 02903-2319 p: (401) 274-2000 f: (401) 277-9600 FEIN: 05-0262309

City of Binghamton . Kenneth J. Frank, Esq. City of Binghamton Corporate Counsel 33 Hawley Street, 5th Floor Binghamton, NY 13901

Billing Attorney: 1125 Barriere, James J.

Bill Date: 14 Jan 2015

Bill Number:

(P1)997801

Cut-Off Date:

31 Dec 2014

Client: 069966 Binghamton, City of

Matter: 0161470 v. C&S Engineers, Inc., et al.

For Professional Services Rendered:

\$8.645.00 Total Disbursements . . \$6,204.00 Total Fees and Disbursements \$14,849.00

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Account Name: Hinckley, Allen & Snyder LLP